AGENDA
City Council
Monday, October 28, 2019
Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800
7:00 PM

Administration & Public Works begins at 6pm
Planning & Development begins at 6:45pm
City Council convenes at the conclusion of Planning & Development

(I) ROLL CALL - BEGIN WITH ALDERMAN SUFFREDIN

(II) PUBLIC HEARING: TEFRA HEARING - CHIARAVALLE MONTESSORI SCHOOL BONDS

A. Public Hearing: TEFRA Public Hearing – Chiaravalle Montessori School Bonds
Public Hearings - TEFRA Hearing, Chiaravalle Bonds

(III) PUBLIC HEARING: PROPOSED FIRST AMENDMENT HOWARD RIDGE TAX INCREMENT FINANCE DISTRICT

A. Public Hearing: Proposed First Amendment Howard Ridge Tax Increment Finance District
Public Hearing - Proposed First Amendment Howard Ridge TIF
A. **Public Hearing: Truth in Taxation Hearing for 2019 Tax Levy**

The City Council will hold a public hearing on the proposed property tax levy for tax year 2019.

**For Discussion**

Public Hearing - Truth in Taxation - Oct 28 2019
2019 Tax Levy Truth in Taxation Hearing

---

**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 to foster dialogue in a respectful and civil manner. Public comments are requested to be made with these guidelines in mind.
A. **Application for Appeal to the City Council of Preservation Commission Decision Denying Certificate of Appropriateness for 1040 Hinman Avenue to Install 18 Solar Panels on the Roof**

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**

Application for Appeal to the City Council of Preservation Commission Decision Denying Certificate of Appropriateness for 1040 Hinman Avenue

B. **FY 2020-21 Proposed Budget Discussion**

Staff recommends continued discussion of the FY 2020-21 Proposed Budget.

**For Discussion**

FY 2020-21 Proposed Budget Discussion
B. **Contract Award with GovHR USA for City Manager Executive Recruitment**

Staff requests the City Council approve the Interim City Manager to enter into a contract with GovHR USA (630 Dundee Road, Northbrook IL 60062) for the executive recruitment for the City of Evanston’s next City Manager in the amount of $23,500. 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). Funding will be from the Human Resources - Recruitment Fund (Account 100.19.1929.62512), with a remaining balance is $15,529.

**For Action**
City Manager Executive Search

C. **First Amendment Howard Ridge Tax Increment Financing (TIF) District Summary**

Pursuant to Tax Increment Allocation Redevelopment Act - 65 ILCS 5/11-74.4.1, the City of Evanston is required to convene a public hearing for the proposed First Amendment to the Howard Ridge TIF District prior to consideration of adoption of the ordinances designating the expansion of the TIF district.

**For Action: Accept and Place on File**
Howard Ridge TIF Overview; Summary of TIF Plan

D. **Approval of Sole-Source Agreement with Altorfer Power Systems to Provide Repairs to High Lift #4 Natural Gas Engine**

Staff recommends City Council authorize the City Manager to execute a sole-source agreement with Altorfer Power Systems (615 W. Lake Street, Elmhurst, IL 60126) for the period of November 1, 2019 to December 31, 2019 to provide High Lift #4 Engine Repair in the not-to-exceed amount of $105,375. Funding is provided by the Pumping Division Other Equipment Maintenance Business Unit (Account 510.40.4210.62245), which has an approved FY 2019 budget of $113,075 and a YTD balance of $113,075.

**For Action**
Approval of High Lift #4 Natural Gas Engine Repair
E. **Resolution 96-R-19 Accepting Grant Awards to fund a Congregate Senior Meal Program at the Levy Senior Center and Fleetwood-Jourdain Community Center**

Staff recommends City Council adoption of Resolution 96-R-19 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center. Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2019-2020 program including staff salaries, Social Security, Medicare, advertising, program supplies and food costs are projected at $91,298.

**For Action**

**Resolution 96-R-19 Accepting Grant Awards to Fund a Congregate Senior Meal Program at the Levy Senior Center and Fleetwood-Jourdain Community Center**

F. **Resolution 97-R-19 Appointing a Director and Alternative Director to the Solid Waste Agency of Northern Cook County**

Staff recommends City Council adoption of Resolution 97-R-19 appointing a Director and an Alternate Director to the Solid Waste Agency of Northern Cook County.

**For Action**

**Resolution 97-R-19 Appointing a Director and Alternative Director to the Solid Waste Agency of Northern Cook County**

G. **Resolution 116-R-19, Accepting a Grant Award for the Long Term Care Ombudsman Program**

Staff recommends City Council adoption of Resolution 116-R-19 authorizing the City Manager to sign notification of grant awards to fund and operate the Long Term Care Ombudsman Program for the City of Evanston. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the amount of funding utilized from the program budget. The overall program has a budget of $177,225 in BU 100.30.3055 which covers all operational expenses. The maximum reimbursement amount by AgeOptions is $54,623 for the period October 1, 2019 – September 30, 2020.

**For Action**

**Resolution 116-R-19, Accepting a Grant Award for the Long Term Care Ombudsman Program**
H. Resolution 117-R-19, Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services to provide Greater Cost Coverage for Ground Emergency Medical Transportation Provided to Beneficiaries of Illinois Medicaid Plans and other Similar State Administered Medical Programs

Staff recommends City Council adopt Resolution 117-R-19, “Authorizing the City Manager to Execute an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services.” This intergovernmental agreement outlines compensation to the City for services provided by the Evanston Fire Department to individuals eligible for benefits under the Illinois Medicaid plans and other similar state administered medical programs. Participation in the intergovernmental agreement is expected to provide greater cost coverage for ambulance services provided to beneficiaries of state administered medical programs. To be eligible for increased payments, this intergovernmental agreement must be executed by November 1, 2020.

For Action
Resolution 117-R-19, Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services

I. Ordinance 144-O-19, Approving and Authorizing the Issuance and Sale of Not-to-Exceed of Series 2019A and Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois; Authorizing the Execution and Delivery of a Bond, Loan Agreement and Other Documents Related Thereto; Authorizing the Sale of Said Bonds to Fifth Third Bank, N.A.; and Approving Related TEFRA hearing (Chiaravalle Conduit Financing)

Staff recommends City Council adoption of Ordinance 144-O-19, Approving and Authorizing the Issuance and Sale of Not to Exceed $3,925,000 Aggregate Principal Amount of Revenue Bonds, Series 2019A (Chiaravalle Montessori School) and $3,735,000 Aggregate Principal Amount of Revenue Bonds, Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois, For the Benefit of Chiaravalle Montessori School; Authorizing the Execution and Delivery of a Bond and Loan Agreement and Other Documents Related Thereto; Authorizing the Sale of Said Bonds to Fifth Third Bank, N.A.; and Approving Related Matters Thereto. The City will not incur a liability to repay this debt in the event of a default by Chiaravalle Montessori School.

For Introduction
Ordinance 144-O-19, Approving and Authorizing the Issuance and Sale of Not-to-Exceed of Series 2019A and Series 2019B (Chiaravalle Montessori School)
J. **Ordinance 20-O-19, Amending Title 1, Chapter 10 "City of Evanston Code of Ethics and Board of Ethics"**

The Members of the Ethics Subcommittee recommend adoption of Ordinance 20-O-19 Amending City Code Title 1, Chapter 10 "City of Evanston Code of Ethics and Board of Ethics" and the Board of Ethics Rules.

**For Introduction**
Ordinance 20-O-19, Amending Title 1, Chapter 10

K. **Ordinance 98-O-19, Amending City Code Title 3, Chapter 31 Regarding the Regulation of Collection Boxes**

Staff recommends City Council adoption of Ordinance 98-O-19 “Amending Chapter 31 to Title 3 of the Evanston City Code Regulating Collection Boxes,” which provides clearer guidance as to size and location restrictions of collection boxes, as well as explicitly empowering the Director of the Health and Human Services Department to make administrative decision in conformance with the Code for regulation of collection boxes.

**For Introduction**
Ordinance 98-O-19, Amending City Code Title 3, Chapter 31 Regarding the Regulation of Collection Boxes

L. **Ordinance 129-O-19, Amending City Code Section 1-17-1 “Purchases of Goods and Services”**

Staff recommends City Council adoption of Ordinance 129-O-19, amending City Code Section 1-17-1 “Purchases of Goods and Services.” This ordinance will allow for the current purchasing limit threshold requiring City Council approval to be raised from $20,000 to $25,000.

**For Introduction**
Ordinance 129-O-19, Amending City Code Section 1-17-1 “Purchases of Goods and Services”

M. **Ordinance 124-O-19, Sale of Surplus Property Fleet Vehicles**

Staff recommends City Council adoption of Ordinance 124-O-19, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on or around Tuesday, November 12, 2019. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement. The Interim City Manager requests suspension of the rules for Introduction and Action at the October 28, 2019 City Council Meeting.

**For Introduction and Action**
Ordinance 124-O-19, Sale of Surplus Property Fleet Vehicles
N. Ordinance 92-O-19, Amending Portions of City Code Title 10, to Permit E-Bikes and Implement Requirements for Bike Share Companies Operating in Evanston

The Transportation & Parking Committee and staff recommend adoption of Ordinance 92-O-19, amending portions of City Code Title 10, to permit low speed electric bicycles (e-bikes). Concurrently staff recommends further amending portions of City Code Title 10 to implement requirements for bike share companies operating bicycles, including e-bikes, in Evanston.

For Action
Ordinance 92-O-19, Amending Portions of City Code Title 10, to Permit E-Bikes and Implement Requirements for Bike Share Companies Operating in Evanston

O. Ordinance 96-O-19 Amending the City Code Section 4-2-2 to update Gender Neutral Restroom Requirements

Staff recommends City Council approval of Ordinance 96-O-19 Amending City Code Section 4-2-2 to update Gender Neutral Restroom Requirements.

For Action
Ordinance 96-O-19 Amending the City Code Section 4-2-2 to Update Gender Neutral Restroom Requirements

P. Ordinance 100-O-19, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program

Staff recommends approval of Ordinance 100-O-19 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program for the construction of the Large Diameter Sewer Rehabilitation - Greenleaf. This ordinance authorizes the City to borrow up to $1,700,000. The debt service will be paid from the Sewer Fund. A copy of the long-term sewer fund analysis is attached that includes this loan and the debt service for repayment.

For Action
Ordinance 100-O-19, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program
Q. Ordinance 112-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B) “Parking Zones” Adding Paid Parking to Greenwood Street between Chicago Avenue and Sherman Avenue
Staff and Transportation & Parking Committee recommend City Council adopt Ordinance 112-O-19, amending City Code Section 10-11-12 XII(B) “Parking Zones”, which will convert Greenwood Street from Chicago Avenue to Sherman Avenue to a paid parking zone.
For Action
Ordinance 112-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B) “Parking Zones” Adding Paid Parking to Greenwood Street

R. Ordinance 113-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B), Adding Paid Parking to South Boulevard from Chicago Avenue East to Driveway of 516 South Boulevard
Staff and the Transportation and Parking Committee recommend, pursuant to the request of Aldermen Wynne, adopting Ordinance 113-O-19 amending City Code Section 10-11-12 XII(B) “Parking Zones” adding paid parking South Boulevard from Chicago Avenue east to the driveway of 516 South Boulevard (approximately 4-5 spaces).
For Action
Ordinance 113-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B), Adding Paid Parking to South Boulevard

S. Ordinance 116-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(A) “Parking Zones” Adding Paid Parking to Sherman Avenue
Staff and Transportation & Parking Committee recommend City Council adopt Ordinance 116-O-19, amending City Code Section 10-11-12 XII(A) “Parking Zones” to add paid parking on Sherman Avenue from the alley north of Main Street to the alley south of Washington Street.
For Action
Ordinance 116-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(A) “Parking Zones” Adding Paid Parking to Sherman Avenue
A. **Ordinance 135-O-19, Amending Portions of the Zoning Ordinance Related to Permitted Uses within the U2 Zoning District**

The Plan Commission recommends approval of a text amendment to the Zoning Ordinance to revise language regarding permitted uses in the U2 University Athletic Facilities District.

**For Introduction**

*Ordinance 135-O-19, Amending Portions of the Zoning Ordinance Related to Permitted Uses within the U2 Zoning District*

B. **Ordinance 127-O-19, Map Amendment to Rezone 951-1125 Howard St. from C1 Commercial to B2 Business**

The Plan Commission and staff recommend adoption of Ordinance 127-O-19 granting a map amendment to rezone the properties located at 951-1125 Howard St. from the current C1 Commercial District to the B2 Business District. The request meets the standards for a map amendment.

**For Action**

*Ordinance 127-O-19, Map Amendment to rezone 951-1125 Howard St. from C1 Commercial to B2 Business*

C. **Ordinance 126-O-19 Allowing Cannabis Dispensaries in Certain Zoning Districts**

The Plan Commission and staff recommend adoption of Ordinance 126-O-19 - Allowing Cannabis Dispensaries in Certain Zoning Districts. This ordinance will update the Zoning Ordinance to create a definition for a cannabis dispensary business, establish applicable general provisions for cannabis dispensaries, including a 1500-foot separation requirement between dispensaries and a 750-foot separation requirement from schools, and amend the special uses in the Business, Commercial, Downtown, Research Park, and Special Purpose and Overlay zoning districts.

**For Action**

*Ordinance 126-O-19 Allowing Cannabis Dispensaries in Certain Zoning Districts*
(XIII) CONSENT AGENDA - HUMAN SERVICES COMMITTEE

A. **Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission”**

   Staff recommends City Council adoption of Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission.”

   **For Introduction**
   Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission”

(XIV) CONSENT AGENDA - RULES COMMITTEE

A. **Resolution 99-R-19, Amendment of Council Rule 18.6 - Motion to Table an Item**

   The Rules Committee and staff recommends adoption of Resolution 99-R-19, which amends City Council Rule 18.6 regarding tabling an item.

   **For Action**
   Resolution 99-R-19 Amendment of Council Rule 18.6 - Motion to Table an Item

(XV) 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)}

(XVI) APPOINTMENTS

A. **For Reappointment to:**

   Utilities Commission - David Everhart
   Utilities Commission - Jonathan Nieuwsma
   Utilities Commission - Eric Rosenberg

   **For Action**
B. For Appointment to:

Arts Council - Chantal Healey

Chantal Healey, an attorney and nonprofit leader, has spent much of her career focused on making art accessible to everyone. She most recently served as the Executive Director of the Open Studio Project, an Evanston nonprofit dedicated to bringing the creative process to individuals of all ages and backgrounds, and to empower people to turn to art for personal growth. Chantal also helped found and served as the Board President and Executive Director of Cocodaco Dance Chicago, a contemporary dance company, where she was instrumental in providing dance classes to those without access. Through her work with nonprofits and as an attorney, Chantal has significant experience harnessing resources to advance community goals and affect change. She holds a bachelor's degree and a Juris Doctorate from Boston College.

For Action

(XVII) EXECUTIVE SESSION

(XVIII) ADJOURNMENT
## UPCOMING ALDERMANIC COMMITTEE MEETINGS

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>BOARD/COMMITTEE/COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/4/2019</td>
<td>7:00PM</td>
<td>Human Services Committee</td>
</tr>
<tr>
<td>11/5/2019</td>
<td>7:00PM</td>
<td>Housing and Homelessness Commission</td>
</tr>
<tr>
<td>11/7/2019</td>
<td>7:00PM</td>
<td>Joint Meeting of the Housing &amp; Community Development Act Committee and Mental Health Board</td>
</tr>
<tr>
<td>11/11/2019</td>
<td>6:00PM</td>
<td>Administration &amp; Public Works/Planning and Development/ City Council</td>
</tr>
<tr>
<td>11/14/2019</td>
<td>7:00PM</td>
<td>Mental Health Board- Rescheduled</td>
</tr>
<tr>
<td>11/14/2019</td>
<td>7:00PM</td>
<td>Mayor's Town Hall Meeting</td>
</tr>
<tr>
<td>11/18/2019</td>
<td>6:00PM</td>
<td>City Council</td>
</tr>
<tr>
<td>11/19/2019</td>
<td>7:00PM</td>
<td>Housing and Community Development Act Committee</td>
</tr>
<tr>
<td>11/20/2019</td>
<td>6:00PM</td>
<td>Transportation and Parking Committee</td>
</tr>
<tr>
<td>11/20/2019</td>
<td>7:00PM</td>
<td>Minority, Women, and Evanston Based Enterprise Development Committee</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>6:30PM</td>
<td>Equity &amp; Empowerment Commission</td>
</tr>
<tr>
<td>11/25/2019</td>
<td>6:00PM</td>
<td>Administration &amp; Public Works/Planning and Development/ City Council</td>
</tr>
<tr>
<td>11/27/2019</td>
<td>7:30PM</td>
<td>Economic Development Committee</td>
</tr>
</tbody>
</table>
The proposal to issue City of Evanston Revenue Bonds, Series 2019A (Chiaravalle Montessori School) in two series of bonds, the Series 2019A Bonds in a maximum stated principal amount not to exceed $3,925,000 and the Series 2019B Bonds in a maximum stated principal amount not to exceed $3,735,000 (together, the “Bonds”) and loan the proceeds thereof to Chiaravalle Montessori School, a not for profit corporation (the “Corporation”) to: (i) refund the City of Evanston’s (the “City’s”) outstanding Revenue Refunding Bonds, Series 2014A (Chiaravalle Montessori School) (the “2014A Bonds”) and Revenue Bonds, Series 2014B (Chiaravalle Montessori School) (the “2014B Bonds,” and together with the 2014A Bonds, the “Prior Bonds”), (ii) finance, refinance or reimburse the Corporation for the cost of renovation, exterior and interior expansion, improvement and equipping of the Corporation’s private early education and elementary school located at 425 Dempster Street, Evanston, Illinois 60201 (the “School Facility”), (iii) fund certain working capital if determined to be in the best interest of the Corporation, and (iv) pay certain costs incurred in connection with the issuance of the Bonds and the refunding of the Prior Bonds.
AGENDA
Public Hearing - Proposed First Amendment Howard/Ridge TIF
Monday, October 28, 2019
Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800
7:00 PM

(I) OPEN PUBLIC HEARING

(II) SUMMARY OF PUBLIC NOTICES AND CONFORMANCE TO TIF ACT

(III) REPORT OF JOINT REVIEW BOARD

(IV) INTRODUCTION OF WRITTEN COMMENTS

(V) TIF OVERVIEW; SUMMARY OF TIF PLAN

A. TIF Overview; Summary of TIF Plan
Pursuant to Tax Increment Allocation Redevelopment Act - 65 ILCS 5/11-74.4.1, the City of Evanston is required to convene a public hearing for the proposed First Amendment to the Howard Ridge TIF District prior to consideration of adoption of the ordinances designating the expansion of the TIF district.

For Action: Accept and Place on File
TIF Overview; Summary of TIF Plan

(VI) PUBLIC COMMENTS AND DISCUSSION
(VII) CLOSE OF PUBLIC HEARING
AGENDA
Truth in Taxation Public Hearing
Monday, October 28, 2019
Lorraine H. Morton Civic Center,
James C. Lytle City Council Chambers, Room 2800
7:00 PM

This is a public hearing to approve a proposed property tax levy for the City of Evanston, Cook County, Illinois for 2019 in the total amount of $49,651,513.

(I) CALL TO ORDER

(II) DECLARATION OF A QUORUM: MAYOR HAGERTY

(III) PUBLIC COMMENT

(IV) ADJOURNMENT
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Kate Lewis-Lakin, Budget Coordinator
Subject: 2019 Tax Levy Truth in Taxation Hearing
Date: October 28, 2019

Recommended Action:
The City Council will hold a public hearing on the proposed property tax levy for tax year 2019.

Council Action:
For Discussion

Summary:
On October 28, 2019, the City Council will hold a public hearing on the 2019 Property Tax Levy (payable in 2020). The official legal notice of the levy is attached. This notice was published in the Evanston Review of the Chicago Tribune on October 17, 2019. The City is required to publish notice of the hearing 7-14 days before the hearing.

The 2019 Proposed Property Tax Levy is included on page 40 of the 2020-21 Proposed Budget document, which can be found at www.cityofevanston.org/budget. It is also included as an attachment to this memo.

The tax levy ordinances will be introduced to Council on November 11, 2019 with the 2020 budget ordinance, with expected adoption on November 25, 2019.

Attachments:
2019 Proposed Property Tax Levy
Truth Taxation Legal Notice 2020
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017 ADOPTED</td>
<td>2018 ADOPTED</td>
<td>2019 PROPOSED</td>
<td>PROPOSED</td>
<td>CHANGE (%)</td>
</tr>
<tr>
<td>GENERAL FUND - CORPORATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>8,060,613</td>
<td>10,552,578</td>
<td>7,339,056</td>
<td>(3,213,522)</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>161,212</td>
<td>211,052</td>
<td>220,172</td>
<td>9,120</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$7,899,401</td>
<td>$10,341,526</td>
<td>$7,118,884</td>
<td>(3,222,642)</td>
<td>-31.2%</td>
</tr>
<tr>
<td>GENERAL FUND - IMRF PENSION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>2,548,105</td>
<td>1,534,466</td>
<td>2,243,731</td>
<td>709,265</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>59,962</td>
<td>30,689</td>
<td>67,312</td>
<td>36,623</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$2,497,143</td>
<td>$1,503,777</td>
<td>$2,176,419</td>
<td>672,642</td>
<td>44.7%</td>
</tr>
<tr>
<td>TOTAL GENERAL FUND LEVY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>10,608,718</td>
<td>12,087,044</td>
<td>9,582,787</td>
<td>(2,504,257)</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>212,174</td>
<td>241,741</td>
<td>287,484</td>
<td>45,743</td>
<td></td>
</tr>
<tr>
<td>GENERAL FUND NET LEVY</td>
<td>$10,396,544</td>
<td>$11,645,303</td>
<td>$9,295,303</td>
<td>(2,550,000)</td>
<td>-21.5%</td>
</tr>
<tr>
<td>HUMAN SERVICES FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>-</td>
<td>-</td>
<td>3,413,066</td>
<td>3,413,066</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>-</td>
<td>-</td>
<td>102,392</td>
<td>102,392</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>-</td>
<td>-</td>
<td>$3,310,674</td>
<td>$3,310,674</td>
<td>N/A</td>
</tr>
<tr>
<td>SOLID WASTE FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>418,367</td>
<td>836,735</td>
<td>1,373,711</td>
<td>536,977</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>8,367</td>
<td>16,735</td>
<td>41,211</td>
<td>24,477</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$410,000</td>
<td>$820,000</td>
<td>$1,322,000</td>
<td>$512,000</td>
<td>62.5%</td>
</tr>
<tr>
<td>DEBT SERVICE FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>10,879,993</td>
<td>10,879,993</td>
<td>13,180,980</td>
<td>2,300,987</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>-</td>
<td>-</td>
<td>659,049</td>
<td>659,049</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$10,879,993</td>
<td>$10,879,993</td>
<td>$12,521,931</td>
<td>1,641,938</td>
<td>15.1%</td>
</tr>
<tr>
<td>FIRE PENSION FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>8,229,538</td>
<td>8,149,576</td>
<td>9,244,368</td>
<td>1,094,793</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>164,591</td>
<td>162,992</td>
<td>277,331</td>
<td>114,340</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$8,064,947</td>
<td>$7,986,584</td>
<td>$8,967,037</td>
<td>$980,453</td>
<td>12.3%</td>
</tr>
<tr>
<td>POLICE PENSION FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>10,344,596</td>
<td>10,385,008</td>
<td>11,237,784</td>
<td>852,775</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>206,892</td>
<td>207,700</td>
<td>337,134</td>
<td>129,433</td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td>$10,137,704</td>
<td>$10,177,308</td>
<td>$10,900,650</td>
<td>$723,342</td>
<td>7.1%</td>
</tr>
<tr>
<td>TOTAL CITY LEVY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>40,481,212</td>
<td>42,338,355</td>
<td>48,032,695</td>
<td>5,694,340</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>592,024</td>
<td>629,167</td>
<td>1,704,600</td>
<td>1,075,433</td>
<td></td>
</tr>
<tr>
<td>TOTAL CITY NET LEVY</td>
<td>$39,889,188</td>
<td>$41,709,188</td>
<td>$46,328,095</td>
<td>$4,618,907</td>
<td>11.1%</td>
</tr>
<tr>
<td>GENERAL ASSISTANCE FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>918,367</td>
<td>918,367</td>
<td>1,113,402</td>
<td>195,035</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>18,367</td>
<td>18,367</td>
<td>33,402</td>
<td>15,035</td>
<td></td>
</tr>
<tr>
<td>TOTAL GA NET LEVY</td>
<td>$900,000</td>
<td>$900,000</td>
<td>$1,080,000</td>
<td>$180,000</td>
<td>20.0%</td>
</tr>
<tr>
<td>LIBRARY FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>6,761,668</td>
<td>6,887,755</td>
<td>7,476,289</td>
<td>588,534</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>135,233</td>
<td>137,755</td>
<td>224,289</td>
<td>86,534</td>
<td></td>
</tr>
<tr>
<td>Net Levy - Library</td>
<td>$6,626,435</td>
<td>$6,750,000</td>
<td>$7,252,000</td>
<td>$502,000</td>
<td>7.4%</td>
</tr>
<tr>
<td>LIBRARY FUND - DEBT SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>333,402</td>
<td>353,437</td>
<td>505,416</td>
<td>151,979</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>-</td>
<td>-</td>
<td>25,271</td>
<td>25,271</td>
<td></td>
</tr>
<tr>
<td>Net Levy - Library Debt</td>
<td>$333,402</td>
<td>$353,437</td>
<td>$480,145</td>
<td>$126,708</td>
<td>35.9%</td>
</tr>
<tr>
<td>TOTAL LIBRARY LEVY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>7,095,070</td>
<td>7,241,192</td>
<td>7,981,704</td>
<td>740,512</td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>135,233</td>
<td>137,755</td>
<td>249,559</td>
<td>111,804</td>
<td></td>
</tr>
<tr>
<td>TOTAL LIBRARY NET LEVY</td>
<td>$6,959,837</td>
<td>$7,103,437</td>
<td>$7,732,145</td>
<td>$629,708</td>
<td>8.9%</td>
</tr>
<tr>
<td>CITY AND LIBRARY NET LEVY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Loss Factor</td>
<td>745,625</td>
<td>785,290</td>
<td>1,987,562</td>
<td>1,222,272</td>
<td></td>
</tr>
<tr>
<td>Total Gross Levy</td>
<td>48,494,650</td>
<td>50,497,915</td>
<td>57,127,802</td>
<td>6,829,887</td>
<td>13.1%</td>
</tr>
</tbody>
</table>
I. A public hearing to approve a proposed property tax levy for the City of Evanston, Cook County, Illinois for 2019 will be held on October 28, 2019 at 7:00 PM at the Lorraine H. Morton Civic Center in the James C. Lytle Council Chambers, 2100 Ridge Avenue, Evanston, IL 60201.

   Any person desiring to appear at the public hearing and present testimony to the taxing districts may contact Devon Reid, City Clerk, City of Evanston, 2100 Ridge Avenue, Evanston, IL 60201; phone (847) 448-8189.

II. The corporate and special service tax extended for the City of Evanston for 2018 equaled $31,458,362. The proposed corporate and special service tax to be levied and extended for 2019 equals $34,851,715. This represents a 10.8% increase over the previous year.

III. The General Assistance Fund levy extended for the City of Evanston for 2018 equaled $918,367. The proposed 2019 General Assistance Fund tax to be levied and extended for 2019 equals $1,113,402. This represents a 21.2% increase over the previous year.

IV. The property tax extended for the City of Evanston debt service for 2018 equaled $11,233,430. The estimated property tax to be levied for debt service for 2019 equals $13,686,396. This represents a 21.8% increase over the previous year.

V. The total property tax extended for the City of Evanston for 2018 equaled $43,610,160. The estimated total property tax to be levied for 2019 equals $49,651,513. This represents a 13.9% increase over the previous year.

V. The corporate levy extended for the Evanston Library for 2018 equaled $6,887,755. The proposed corporate tax to be levied and extended for 2019 equals $7,476,289. This represents a 8.5% increase over the previous year.

VI. The total property tax extended for Special Service Area #4 of the City of Evanston for 2018 equaled $535,714. The estimated property tax to be levied and extended for 2019 equals $610,995. This represents a 14.1% increase over the previous year.
VIII. The total property tax extended for Special Service District #6 of the City of Evanston for 2018 equaled $225,510. The estimated property tax to be levied and extended for 2019 equals $227,835. This represents a 1.0% increase over the previous year.

IX. The total property tax extended for Special Service District #7 of the City of Evanston for 2018 equaled $0. The estimated property tax to be levied and extended for 2019 equals $159,381.

X. The total property tax extended for Special Service District #8 of the City of Evanston for 2018 equaled $0. The estimated property tax to be levied and extended for 2019 equals $62,062.
Memorandum

To: Honorable Mayor and Members of the City Council
From: Johanna Leonard, Director of Community Development
CC: Scott Mangum, Planning and Zoning Manager; Carlos Ruiz, Senior Planner/Preservation Coordinator
Subject: Application for Appeal to the City Council of Preservation Commission Decision Denying Certificate of Appropriateness for 1040 Hinman Avenue to Install 18 Solar Panels on the Roof.
Date: October 28, 2019

Recommended Action:
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.

Council Action:
For Action

Summary:
On August 6, 2019, Paul Laundy (owner) and Dorian Breuer (contractor) presented to the Preservation Commission an application for the installation of eighteen (18) solar photovoltaic panels mounted on the roof of the house at 1040 Hinman Avenue, a contributing structure within the Lakeshore Historic District. The Preservation Commission asked the applicants to consider alternatives that would minimize the view of eight solar panels facing south, mounted on the roof of the front facade, and visible from the public way. The item was continued to September 10, 2019.

At its September 10, 2019 meeting, following Paul Laundy's and Dorian Breuer's presentation, discussion and public comment, the Preservation Commission voted 2 ayes, 3 nays and 1 abstention on a motion to issue a COA for 1040 Hinman Avenue for the installation of eighteen (18) solar photovoltaic roof-mounted panels visible from the public way; with applicable standards for alteration 1, 2, 3, 5, 9 and 10 (per Subsection 2-8-9 (A) (1)-(3), (5), (9) and (10). The motion failed. Vote: 2 ayes (Itle and Morris), 3 nays (Hacker, Simon, and Sullivan), and 1 abstention (Dudnik).
The Commission’s findings listed standards for review of alteration in Subsection 2-8-9 (A) (1), (5), (9) and 2-8-9(E) as not met. Also, the Commission was prepared to approve a scaled-down project if the solar panels would not be on the front facade.

Staff submits to City Council the Application for Appeal from Peter Laundy and Shirley Dugdale, Owners, filed October 7, 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.

Legislative History:
- August 6, 2019 - Peter Laundy (owner) and Dorian Breuer (contractor) present COA application to install eighteen (18) solar panels. The item is continued to September 10, 2019
- September 10, 2019 - Preservation Commission denies COA for 1040 Hinman Avenue to install eighteen (18) solar panels

Attachments:
- Appeal to City Council October 7, 2019, including Notice of Denial Letter to Peter Laundy
- September 17, 2019
- Preservation Commission Packet August 6, 2019
- Preservation Commission Packet September 9, 2019
- EPC Minutes Excerpt August 6, 2019
- EPC Minutes Excerpt September 10, 2019
- EPC Findings September 10, 2019
EVANSTON PRESERVATION COMMISSION

APPEAL TO CITY COUNCIL

Notice of Appeal from Evanston Preservation Commission's Decision

1. Street address of subject property: 1040 Hinman Avenue, Evanston IL 60202

2. Parcel's Identification Number (lot of record): 11-19-214-028-0000

3. Appellant/Property Owner's name(s): Peter Laundy and Shirley Dugdale
   Mailing Address: Number: 1040 Street Name: Hinman Avenue
   City: Evanston Zip Code: 60202
   Phone Number: 847 912 8286 Email: plaundy@mac.com

4. Appellants interest in subject property (owner, contract purchaser, etc.) if any:
   Owners

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 ☐
   If Yes: Lakeshore ☑ Ridge ☐ Suburban Apartment Building ☐
   Northeast Evanston ☐
   Local District ☐ National Register ☐

8. Legal description of the subject property:

The north 1/2 lot of Lot 21 and all of Lot 22 in Block 1 of White's addition to Evanston in the Northeast 1/4 of Section 19, Township 41 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois

9. A copy of any letters denying the request or proposal from which you wish to appeal should be attached.

   See attachment 1

Page 3 of 71
11. What aspect(s) of the Preservation Commission's decision are you appealing?
   
   
   ☐ Determination of the facts.
   
   ☑ Other

   Please explain: (include attachments when necessary)

   We are appealing the interpretations of the Standards of Review of Alterations listed below in question #12. We see them as being incorrectly and inconsistently interpreted.

   See Attachment 2

   We are also making an appeal to factor Climate Action and Resilience Plan (CARP) goals into the approvals process for rooftop solar installations on historic district buildings.

   See Attachment 3

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Number</th>
<th>Subparagraph</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8.9</td>
<td>Standards for Review of Alteration</td>
<td>(A)</td>
<td>Requires minimal alteration</td>
<td>1</td>
</tr>
<tr>
<td>2.8.9</td>
<td>Standards for Review of Alteration</td>
<td>(A)</td>
<td>Sensitive treatment of distinctive features</td>
<td>5</td>
</tr>
<tr>
<td>2.8.9</td>
<td>Standards for Review of Alteration</td>
<td>(A)</td>
<td>Innovative designs for alterations</td>
<td>9</td>
</tr>
</tbody>
</table>

   See Attachment 2
13. **What do you contend?**
   - [ ] The proper interpretation of the Historic Preservation Ordinance.
   - [ ] The proper interpretation of the facts.
   - [x] Other.

Please explain:

*See Attachments 2 & 3*

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

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

Prevented from harvesting sunlight to contribute to the city’s CARP goals, to mitigate climate change through adding clean energy generation capacity, to convert to a system that has zero fuel costs as well as may generate modest energy generation revenue. Delay of approvals into subsequent years after 2019 diminishes federal tax credit that offsets the initial cost of the system.

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

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)**

<table>
<thead>
<tr>
<th>Name of Appellant (print)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Laundy</td>
<td></td>
<td>Oct 7, 2019</td>
</tr>
<tr>
<td>Shirley Dugdale</td>
<td></td>
<td>Oct 7, 2019</td>
</tr>
</tbody>
</table>

**IMPORTANT REMINDER:** *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*
1040 Hinman Appeal of COA Denial

Attachment 1: COA Denial

See following 4 pages
September 17, 2019

Peter Laundy
1040 Hinman Avenue
Evanston, IL 60202

Via U.S. Mail and E-mail

RE: 1040 Hinman Avenue – Preservation Commission decision on application for a certificate of appropriateness for installation of eighteen (18) photovoltaic mounted panels on the house roof.

Dear Mr. Laundy:

On September 10, 2019 the Preservation Commission reviewed your application for a Certificate of Appropriateness (COA) for the installation of eighteen (18) solar photovoltaic mounted panels on the south-facing roof of the house roof at 1040 Hinman Avenue located within the Lakeshore Historic District.

The Commission also heard two comments from members of the public who spoke in favor of the proposed solar panels:

- Jonathan Nieuwsma, past president of and representing Citizens’ Greener Evanston, and current Commissioner of the Utilities Commission said they would like to see solar panels on every roof where it makes sense. The City made a commitment to be 100 percent carbon free by 2050 with the Climate Action and Resilience Plan (CARP) passed by City Council in December 2018.

- Arthur Anderson said the Commission had approved solar panels that are visible from the public way for other historic properties. He noted that the dark color of the proposed solar panels at 1040 Hinman Avenue is not totally out of order with the dark color of the eaves.

Commissioners made the following comments and asked questions:

Commissioner Ken Itle:
- The solar panels follow the shape of the roof. The array is very similar to other systems the Commission approved on a side facing roofing surface. They are reversible if the technology changes.
- The house will be left essentially unchanged.
Commissioner Julie Hacker:
  • The solar panels do not meet the standard of compatibility (standard 9).
  • The application does not comply with the National Park Service standards for the placement of solar panels on historic buildings.
  • She was concerned with setting a precedent where one could see solar panels on every front facing or south facing gable everywhere.

Commissioner Aleca Sullivan:
  • As a Preservation Commissioner, she would have a problem in approving solar panels on primary vistas of the home, even if they are removable. They would negatively impact the historic building.
  • She would only approve it on some of the other facades or parts of the roof, because it is removable.

Commissioner Elliott Dudnik:
  • Asked about the payback time frame for the solar panels. Dorian Breuer said 8 to 10 years.
  • Asked if not having as many solar panels could be resolved in some way, rather than saying no panels at all. Dorian Breuer said the other locations would be 30 percent less efficient than the proposed array.
  • Also noted that the National Park Service examples do not work with this roof configuration.

Commissioner Sullivan:
  • Asked if solar panels could be placed on the gable facing west. Peter Laundy said there is no room for relocating panels. The kitchen roof is lower and gets shaded until very late in the morning. The west facing roof is shaded significantly by a tree. The payback of 8 years could be easily be increased to 12 years.

Commissioner Hacker:
  • Although it might be ideal to install solar panels on a south facing façade, which may be within the public view, what is the compromise if the array does not have the south facing panels. Dorian Breuer said that Oak Park has adopted a process where because the removability of solar panels, it is not an issue for historic preservation.

Commissioner Jamie Morris:
  • The solar panels are not damaging any historic material, she sees it as a passerby interpretation of the house and it is obvious this is an addition, but she did not see damage to actual historic material occurring.

Chair Simon:
  • The Commission has approved solar panels based on project by project assessment.
  • Commission likes to approve this kind of projects to encourage solar energy versus the historic preservation issues.
• The Rules and Procedures have been amended that would provide what is similar to Oak Park. City staff can approve certain projects that don’t have substantial visibility, but that the Commission still approves those that do have substantial visibility.
• The preservation ordinance provides that the Commission would consider the National Park Service standards (but is not bound to them), which provide case by case assessment of the preservation issues, and they discourage intrusive installations. The Commission has generally erred on the side of approving solar panels.

Commission's Decision
Commissioner Dudnik made a motion to issue a COA for 1040 Hinman Avenue for the installation of eighteen (18) solar photovoltaic flash mounted panels visible from the public way; the applicable standards are: 1, 2, 3, 5, 9 and 10, seconded by Commissioner Morris. The motion failed. Vote: 2 ayes, 3 nays, 1 abstention.

Commission’s Findings:
Commissioner Hacker said that part of standard 9 was met, referring to 'Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic material.' However, referring to 'and such design is compatible with the features, size, scale, proportion, massing, color, and material' that part is not met. Because of that, standard 9 is not met.

In regard to standard 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,’ Commissioner Hacker said they are not treated with sensitivity. Standard 5 is not met.

Chair Simon referred to standard 2-9-9 (E) - the Commission shall also consider the Secretary of Interior's “Standards for the Treatment of Historic Properties.” He said that applying those standards, the application does not necessarily meet them.

Chair Simon said the Commission was prepared to approve a scaled down project. He believed Commissioners present at the meeting would have voted to approve a project that was without the visually intrusive elements that seem to go beyond some of the other projects that the Commission has viewed.

Commissioner Dudnik said that standard 1 starts with the words ‘Every reasonable effort’ - Despite that certain efforts were made, still there might have been alternatives that need to be explored. A scaled down version or a modified version might have been probable or acceptable.

Chair Simon emphasized that the Commission would have approved a scaled down version. Commissioner Hacker said that if the panels were not on the front façade, and if the panels were on the other two locations, she would have said, yes.

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

Alternatively, based on the September 10, 2019 Commission's discussion and decision you could submit a revised COA application for a scaled down array to remove and or relocate the eight (8) proposed solar panels mounted on the roof of the front façade facing south and visible from the public way.

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 October 10, 2019 (application for appeal is enclosed).

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

Please contact this office if you have any questions.

Sincerely,

Carlos D. Ruiz
Senior Planner/Preservation Coordinator

CR
Standards Interpretation

The Preservation Commissioners cited violation of the following three Standards of Review. We do not believe we violate any of them.

**Standard 2-8-9 (A) 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.*

This standard applies to building alterations, not street view alterations. Rack-mounted solar PV panels are removable without damage or alteration to a building. No alteration is required of the property, structure, site or object and its environment for their installation. This is why rooftop solar panels are routinely approved when not visible from the street.

**Standard 2-8-9 (A) 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.*

Solar PV panels have no effect on the distinctive stylistic features of the house. They merely appear to float above a section of asphalt shingles, not original to the house, that are exactly like all the other still visible shingles on the roof.
Standard 2-8-9 (A) 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.*

We do not believe rack-mounted solar photovoltaic panel systems are an “innovative design” for an alteration and therefore this standard is not applicable. Though innovative long ago, for over two decades **solar panels** have been the industry standard design. Just because rooftop solar PV is a relatively new category of alteration for historic preservation does not mean the rack-mounted design is innovative.

While some Evanston citizens may see solar panels as out of character with an historic neighborhood, there are also Evanston citizens who do not see them as visually intrusive or out of place, are not offended by the juxtaposition of modern and historic elements, and view them positively because they generate clean energy and represent their own and our City’s values.

Highly visible modern technology products that provide crucial value to citizens, like cars and trucks (which are also transitioning to electric power), have become accepted elements in historic district streetscapes. It is in the City’s interest that solar panels come to be accepted as part of the City streetscape to encourage adoption by building owners and to meet CARP clean energy goals.

---

**Standards Application Consistency**

**Precedents of Prior Approvals in Lakeshore Historic District**

114 Kedzie: House in the Lakeshore Historic District that received COA approval in 2018 for their rooftop solar installation with street-visible solar panels.

743 Michigan: Received COA in 2018 for installation on a street visible red roof. These two houses as well as 1040 Hinman are not landmark-eligible and have no listed historic significance according to the Lakeshore Historic District’s RE-Survey.
Attachment 3: Incorporating CARP goals

It is urgent to factor in Climate Action and Resilience Plan (CARP) goals into the approvals process for rooftop solar installations on historic district buildings.

1. The City will need a high rate of rooftop solar energy generation to meet its CARP goals. As the City has considerable tree cover, little available open space appropriate for solar farms, and many multi-story buildings with a low proportion of rooftop usable for solar power per building inhabitant, it is important that available city rooftops be utilized for solar energy collection, including those in our historic districts.

2. Historic district building owners considering the installation of rooftop solar systems will likely need to utilize street-visible roofs for solar collection. This is because:
   - Current economic incentives reward installation of systems that generate power roughly equal to the annual power consumed by the building, which with current technology requires many panels.
   - Many roof areas of a building will be sub-optimal for solar panels because they do not face toward the south sun or they get shaded at times during the day and year. Therefore in many installations, use of street visible roofs may be needed for optimal solar energy generation, to maximize efficiency and achieve optimal energy generation capacity.

3. The current system discourages historic district building owners with street-visible roof area from investing money in developing initial designs and a COA application, given that the outcome of a COA request is uncertain, with potential subsequent loss of the initial investment. This dynamic works against achieving the City’s CARP goals.

   Therefore, in historic districts, CARP goals and historic preservation goals are at times in conflict. Particularly problematic — in an era where speed of conversion to clean energy is a global imperative — is the denial of added clean energy generation for the purpose of preserving panelless street views onto a building, especially if the building has little or no historic significance and there are other street views of the building that would be unaffected by the solar installation.

4. To balance the CARP goals and historic preservation goals, consider:
   a. Distinguishing between “street visible” and “street-facing” roofs. Side-facing roofs, in contrast to street-facing roofs, preserve 2 of the 3 sidewalk views of the house. Solar panels will typically not be visible from directly in front of a house, nor on approaching the house from one of the possible two directions. But street-facing roofs are typically visible from all three views from the street. Oak Park has taken the approach of requiring case-by-case COA approvals only for solar panel installation proposals involving street-facing roofs. Nuances in the evaluation of “substantial visibility” are relevant here.

   Because much of Evanston’s street layout has long north-south blocks, it appears that many houses in Evanston typically face either east or west, with south-facing side roofs. As there are a
small percentage of houses facing south (with street-facing south roofs) this change may significantly cut down the number of buildings subject to case-by-case review.

b. **Requiring case-by-case review of proposed rooftop solar panel installations only for all landmark or landmark-eligible historic district buildings.** These are the buildings that have the most historic value and to which peoples’ attention is drawn by tours and guidebooks. This would make outcomes of the COA review process more predictable and streamlined for owners of non landmark-eligible buildings.

c. **Accepting that solar panels may often need to be in street-visible locations** to provide maximum solar energy production efficiency and optimal capacity, and **developing guidelines to optimize their appearance** that can be implemented in cost effective ways and overseen by Preservation Commission staff.
August 6, 2019 Packet

3. NEW BUSINESS

C. 1040 Hinman Ave. (LSHD) – Peter Laundy, applicant, submits for a Certificate of Appropriateness for the installation of 18 solar photovoltaic flush mounted panels visible from the public way. Applicable standards: [Alteration 1-10]
Application for Preservation 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 the 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 below.]

<table>
<thead>
<tr>
<th>1) Property Address:</th>
<th>FOR STAFF USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1040 Hinman Avenue</td>
<td>Application Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2) Owner’s Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Laundy</td>
<td>1040 Hinman Avenue</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
<th>Phone:</th>
<th>Email/Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>Illinois</td>
<td>60202</td>
<td>847 912 8286</td>
<td><a href="mailto:plaundy@mac.com">plaundy@mac.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3) Architect’s Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
<th>Phone:</th>
<th>Email/Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4) Contractor’s Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ailey Solar Electric, Inc.</td>
<td>1965 West Pershing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
<th>Phone:</th>
<th>Email/Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago</td>
<td>IL</td>
<td>60609</td>
<td>773 809 3817</td>
<td><a href="mailto:info@ailyesolar.com">info@ailyesolar.com</a></td>
</tr>
</tbody>
</table>

| 5) Landmark: | Yes [X] No | * Refer to the Supplemental Information for guidance on page (i) (fifth page below.)

<table>
<thead>
<tr>
<th>6) Within Local Historic District:</th>
<th>Yes [X] No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, Lakeshore</td>
<td>Ridge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7) Refer to the completed Zoning Analysis and check as applicable if project requires:</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
</tbody>
</table>

Check if your project requires: ☐ Special Use ☐ Planned Development → Refer to Supplemental Information on 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.

We propose to install solar photovoltaic (PV) flush-mounted panels on our roof. To optimize their appearance we have specified all-black panels and frames with minimal visible gridding between them, arranged in a simple rectangular array on each roof. After modeling several alternative configurations, we found that to generate power at an annual energy level aligned with state and federal financial incentives while minimizing the number of panels, we needed to install 18 panels located on south-facing west, center and east roofs, in areas minimally obstructed by shadows cast by trees and the building itself. The panels on the rear roofs are partially visible from the alley. The ones on the south-facing roof at the front are not visible in the east elevation but are visible only when approached from the southeast sidewalk. Trees in the parkway largely obscure the panels visibility from the street. Our contractor, Ailey Solar, recently designed and installed the solar PV panels on two other homes in the Lakeside Historic District.

As homeowners we wish to generate green energy to support Evanston’s CARP initiative, and to act on our personal commitment to sustainable design principles, as in our front garden designed with prairie perennials and side rain garden which captures roof runoff (National Wildlife Federation certified).

Our house has had many modifications and additions over its lifespan. Adding removable solar power panels will represent another era of change but in a way that respects its historic character.

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>
</tr>
</thead>
<tbody>
<tr>
<td>X Construction</td>
<td>☐ Residential ☒ Other: Photovoltaic (PV) panels installed on south roofs</td>
<td>☒ Yes ☐ No</td>
</tr>
<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>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Windows ☐ Storm Windows</td>
<td>☐ New ☐ Replacement ☐ Restoration Style/Materials:</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Doors ☐ Storm Doors</td>
<td>☐ New ☐ Replacement ☐ Restoration Style/Materials:</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Roof: ☐ New ☐ Re-roof</td>
<td>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Fence / Gate: ☐ New ☐ Replacement</td>
<td>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Siding: ☐ New ☐ Replacement</td>
<td>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Sign ☐ Awning</td>
<td>☐ New ☐ Replacement ☐ Restoration Material:</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Air Conditioning Unit</td>
<td>☐ New ☐ Replacement</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Relocation</td>
<td>☐ New ☐ Replacement</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

New Address for Relocation:
3) Checklist for Exterior Materials—Check all that apply.

<table>
<thead>
<tr>
<th>Existing</th>
<th>Proposed</th>
<th>Existing</th>
<th>Proposed</th>
<th>Existing</th>
<th>Proposed</th>
<th>Existing</th>
<th>Proposed</th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Façades/Front Porch &amp; Rear Porch Material</td>
<td>Flashing Material</td>
<td>Fences</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood Frame</td>
<td>Copper</td>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stone</td>
<td>Sheet Metal</td>
<td>Wrought Iron</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brick</td>
<td>Other:___________</td>
<td>Aluminum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stucco</td>
<td>Other:___________</td>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Synthetic Stucco</td>
<td>Fasccias, Soffits, Rakeboards, Trim</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood Siding</td>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum Siding</td>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vinyl Siding</td>
<td>Synthetic Material, Type:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shingle, Material:______</td>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:___________</td>
<td>Length:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofing Material</td>
<td>Door Material</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood Shingles</td>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood Shakes</td>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slate</td>
<td>Clad</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clay Tile</td>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Shingles</td>
<td>Window Type</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metal Sheet</td>
<td>Double Hung</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:___________</td>
<td>Casement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chimney Material</td>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brick</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stucco</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gutters/Downspouts</td>
<td>Window Material</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum</td>
<td>Aluminum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Galvanized Sheet</td>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:___________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Muntins</td>
<td>Add Other Materials/Alterations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not existing</td>
<td>Not Listed Here (Explain and Attach Information As Needed):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>True divided lights</td>
<td>Air Conditioning Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Simulated divided lights</td>
<td>Solar photovoltaic (PV) panels installed on three south-facing roof surfaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4) Applicant’s Signature: ______________________________

Print Name: Peter Laundy

Date: 7/15/2019

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

For Solar PV Panel installation on roof areas
Submitted to the Evanston Preservation Commission

1040 Hinman Avenue, Evanston
Application submitted July 16, 2019
Owners: Peter Laundy and Shirley Dugdale
First some context

Reasons for installing solar collectors

- Rooftop solar energy generated in Evanston will help the city meet its 2030 CARP green energy goals.

- One of the homeowners is a Citizens Greener Evanston (CGE) board member, so the owners seek to generate electricity from solar power to practice what CGE advocates. Other projects in support of sustainability have included a front landscape design using prairie perennials (a National Wildlife Federation certified habitat) and a side rain garden that captures roof runoff (featured on the 2017 Evanston Garden Walk).

Practical considerations

- Illinois electric utilities meet their clean energy mandates in part through counting on capacity from customer roofs. Rules are set up to encourage installing the number of panels that will most efficiently generate power equal to a home’s average usage. *This is estimated at 18 panels producing 6.3 MWh annually.*

- With reduced panel prices and federal and state level cost offsets, home installation of solar PV panels now makes economic sense at our latitude in Illinois if panels can be optimally positioned from a performance perspective, i.e. unshaded and south-facing.
We find ourselves in a similar situation as two other historic district homeowners with Certificates of Appropriateness

- Insufficient roof space for all the panels needed without using roof space visible to the street
- The street-visible roof area is perpendicular to the house front and the street

114 Kedzie as seen from sidewalk

743 Michigan Avenue as seen from sidewalk
Panel positioning considerations

The **next best roof** except at its east end where the house casts a shadow. It faces south, with more tree shading.

**Ideal roof orientation is** facing south with minimum shading from trees.

Other roofs areas are less optimal for two or more of these reasons:
- Not facing south
- Shaded by trees
- Sunlight obstructed by house

Mature Siberian Elm and several mature Norway Maple trees in open lot to south of us

Source: Apple Maps
Luckily we can do rectangular arrays on each roof

Heat map: green are most efficient, red least.
Panel design

We have specified premium all black panels with minimal visible patterns and black frames, creating a clean elegant look.

Typical panel showing highly visible pattern on collectors with contrasting aluminum color framing.

±4” from roof to bottom of panel. Panel thickness is 1.57” (Such dimensions are typical for flush roof panel installations.)

Drawing by Ailey Solar
Sidewalk views

Panels will not be visible on the front elevation of the house, nor from the northeast.

Front array will only be visible approaching from the southeast (panel area shown with dotted white line), but tree masses will block views further south.
Street views

It is difficult to see the house from the street when trees are in leaf. Photos were taken where the roof was most visible.
Alley views

House backs onto an alley across from a car dealership building and carwash on Chicago Avenue.

Top row of 6 panels on rear west roof
4 panels on rear center roof

Drawing by Alley Solar
2. OLD BUSINESS

Addendum to Application for a Certificate of Appropriateness

2 Additional information on issues raised at the August 6 Commission meeting
3 Visual considerations
4, 5 Physical context issues
6 Clean energy in Evanston
7 Lakeshore Historic District houses with COAs compared to 1040 Hinman
8 Letter to Preservation Commission from Hal Sprague, President, Citizens’ Greener Evanston

For Solar PV Roof Panel Installation
Submitted to the Evanston Preservation Commission

1040 Hinman Avenue, Evanston
Addendum submitted August 20, 2019
Owners: Peter Laundy and Shirley Dugdale
Can this be done without using panels on the front south-facing roof?

Unfortunately no.
This will reduce capacity of the system by over 30%, impacting economic viability of the investment.

Available roof area for adding panels at the rear of the house is inferior from an electricity generating perspective to those already proposed.

It may be relevant to note we have already added some cost to the installation in our original plan by proposing panels for cleanest look and more elegant appearance, as well as selecting high performance panels that capture more energy per square unit of panel size than average performing panels.

Viability of alternatives

Solar shingles are not yet a realistic option
They are expensive and experimental, some not even certified yet, with no reliable track record. In addition, current models look fairly poor visually unless used across the entire roof, and even then do not appear historical in character.

A solar shingles installation requires removal of existing building materials
This approach may violate Standards for Review of Alteration #1 and #10. In contrast, solar panels appear to be compliant because they are removable and do not affect the existing building structure or fabric. In addition, panels allow airflow beneath them, extend roof life, and reduce heat load on the house beneath.

It is not economical to prematurely remove roofing
Our roofer has verified that we installed 40 year rated shingles 18 years ago. Removal of existing roofing adds to project cost and puts more construction materials into landfill.
Solar panels reflect the sky and changing weather conditions when viewed obliquely, as ours will be from the vantage point of passersby approaching on sidewalk or street.

The proposed array is a simple, thin rectangular shape that will appear to float slightly above the roof surface. It is removable without damage to the historic structure—and visually appears that way, preserving the integrity of the house it is mounted on.

We’ve also chosen panel edging that is minimally visible, to blend into sky views.

Note that the contrast between roof and panel color will vary depending on reflection.
Physical context Issues

Relatively deep front lot
Houses on this block have a considerable setback from the sidewalk, reducing the prominence of visible roofs.

Front garden attracts the eye
It has been designed for year-round visual interest with colors and textures that change with the seasons, drawing the eye of approaching passersby.

Streetscape is full of large modern objects
The sidewalk is much closer to the street than to the houses, where vehicles appear prominent.

Designed to integrate house and garden
We responded to house features, for example:
- Expressing its handsome wood details with the paint scheme
- Echoing the swoop of the front roof with the curved walk
- Using plant materials for fall color inspired by the red roof and mature burning bush
**Physical context issues (continued)**

**Commercial building as backdrop**

We are back to back with the 2-story Autobarn service building across the alley, at the edge of the Lakeshore historic district.

**Front panels will only be visible as approached from the southeast:** they will not be visible from northeast or from directly facing the house.

**Masking vegetation screen**

The major existing Norway Maples on our neighbor’s property to the south should mask views both from the sidewalk and between houses. Even in winter, views are partially obstructed by branches and snow.

*View of VW service building to west of 1040 Hinman*

*View of front facade approaching on sidewalk from the north*
Clean energy generation in Evanston

The rate of adoption of solar photovoltaic energy generation and geothermal heating and cooling installations have been increasing in Evanston, as demand has shifted away from solar thermal installations. This map shows the installed base of clean energy installations as of June 2019.

Evanston’s Climate Action and Resilience Plan (CARP) has ambitious goals to increase our city’s clean energy generation, but is constrained by a lack of unbuilt space and seeks to add to Evanston’s already substantial tree canopy. It is eager for property owners with suitable roof space to collect solar energy that it can track against its clean energy goals, including in designated historic districts.

A dynamic version of the EcoHub map is available here, the community green living action hub of Citizens’ Greener Evanston. Each icon is clickable to get more information about the installation. The map includes seven other layers of environmentally sustainable infrastructure.
Lakeshore Historic District houses with COAs compared to 1040 Hinman

COA precedent houses have comparable level of historical significance to our house

All three historic district houses that have applied for COAs with street visible solar panels are not landmarks, nor are they eligible to become landmarks. The District Re-Survey shows they have empty “significance” fields.

Roof color

743 Michigan received its COA in September of 2018. Its red roof did not come up as an issue in its hearing.

The single rectangle of multiple panels on its south roof, oriented perpendicular to the street, is strikingly similar to our proposal.

Panel visibility from street

114 Kedzie received its COA in April of 2018. Its panels are visible to both street and sidewalk for a far longer distance than ours will be from the sidewalk. There are 15 panels visible along the complete length of the roof.
Preservation Commission
City of Evanston

August 20, 2019

Dear Members of the Commission:

Citizens’ Greener Evanston (CGE) is a non-profit that represents over 2,500 members who are Evanston residents and businesses and the interests of all Evanston community members in making our City more environmentally, economically and socially sustainable, specifically by working with the City to implement its Climate Action and Resiliency Plan (“CARP”). We appreciate this opportunity to address you in the context of an application for a Certificate of Appropriateness (“COA”) by the owners of the house at 1040 Hinman Avenue, one of whom is a board member of CGE, and also more generally with respect to the implementation of CARP through your deliberative process and recommendations.

As background, CARP was adopted by the City Council unanimously in December 2018. It is the third of such climate action initiatives by the City in the last fifteen years, and among other things calls for the City to have 100% renewable energy sourced electricity (e.g., solar and wind) by the year 2030. This would represent a 44% reduction in Evanston’s greenhouse gas (“GHG”) emissions. While this is less than half of our GHG emissions, the reduction is absolutely critical to meeting our overall CARP goal of carbon neutrality by 2050 and the sustainability of our community for the benefit of our children and their children. It is likely the most important, but also one of the most difficult goals the City has ever set for itself.

An important strategy for achieving 100% renewable electricity is the broad installation of renewable energy technology, such as solar panels, across the city. Because Evanston is essentially “built out”, we have a finite number of structures (roofs) in Evanston, and only a portion of these lend themselves to the installation of solar panels.

At the same time, Evanstonians place a high value on our trees, and with CARP we have yet another reason to both protect existing trees and plant more trees, as they act as living carbon sinks in our community and lessen the effects of Climate Change. The CARP goal is to plant 1000 new trees in Evanston by 2035. Clearly, the increased canopy will further limit the roof space available for solar panels.

The Preservation Commission has been in existence for many years, established decades before CARP was first adopted by the City. It has a unique responsibility to review proposed alterations to historically significant structures in the City, and in doing so to protect, enhance and encourage the continued utilization of such structures, safeguard the City’s historic and
cultural heritage, foster civic pride in the beauty of these historic structures and protect and enhance the attractiveness of the City to everyone (as stated in the Commission’s ordinance.) Clearly, these are all very important goals of the City and its residents. At the same time, the adoption of CARP has introduced a new set of goals which the Commission will have to become familiar with and determine how to incorporate into its criteria and deliberations.

In particular, we believe there are several common goals that CARP and the Commission should consider. For example, the City has several historic districts with hundreds of residential and non-residential structures, many of which are well-suited for installing solar panels if they are able to utilize the portions of their roofs that are optimal for cost-effective sunlight capture. Because of the limited amount of eligible roof space city-wide, it is very important that building owners in the historic districts be encouraged to participate in the installation of solar panels where it does not clearly conflict with the Commission’s COA criteria that serve to preserve our architectural heritage. Without the participation of the historic district structures, it will be virtually impossible for the City to meet its CARP goals.

In order to encourage such activity, the Commission’s criteria must thoroughly consider the benefits of solar energy to the structures on which they are placed and the surrounding buildings. For example, the installation of solar panels will provide renewable energy that will increase the sustainability of all these historic structures, a primary goal of the Commission. Solar panels help protect the underlying roofs from deterioration from sun and weather, also increasing the longevity of the roofs and the structures they protect, while also being removable.

Another important element of the Commission’s process for accepting applications for COAs is that its criteria must be clearly stated and consistently adhered to. Without such clarity and consistency, applicants will be confused and discouraged from investing in the application process.

We firmly believe that integrating the goals of CARP into the Commission’s criteria, deliberations and decisions is possible. CGE has knowledge and experience with the implementation of the CARP goals, and specifically the installation of solar and wind energy technology. CGE would appreciate the opportunity to meet with the members of the Commission to work out basic guidelines that will help clarify the criteria for COAs for these installations. It would be particularly helpful if such a meeting could take place prior to your vote on the application by the owners of 1040 Hinman Avenue.

Sincerely,

[Signature]

Hal Sprague
President, CGE
August 8th, 2019

Preservation Commission
Morton Civic Center
2100 Ridge Avenue
Evanston, IL

Ref: 1040 Hinman Ave. Case # 19PRES-0144, Lakeshore Historic District

Esteemed Members of the Preservation Commission,

We are writing today to provide more information relevant to the above case. According to the outcome of yesterday’s meeting (August 6, 2019), the proposed plan to install 18 photovoltaic panels will move forward if the applicant reallocates the 8 panels in the front side of the house and this is quite concerning to us.

We attended the Preservation Commission meeting in its entirety and noticed the care with which each case in the Lakeshore Historic District is treated, even for buildings that are not a historic landmark. We appreciate how – when appropriate – the commission proposes alternative materials or solutions that are more in line with the historic nature of the property or location. For this reason, we are providing alternative solar solutions on the next page, demonstrating that when it comes to environmental products, there’s also wide array of options available to home-owners that might be more appropriate for a historically-preserved area.

We also want to echo one of the Commission’s members concern about the fact that all photos provided by the applicant are when the trees are in full foliage. The roof’s visibility is much different during Fall and Winter months (which extend for more than half of the year in this latitude). See the Cook County Assessor’s photo of the property in question, an 1871 house with beautiful architectural character:

![1871 House with Beautiful Architectural Character](http://maps.cityofevanston.org/media/assessor/11192140/11192140280000_AA.jpg)
Below are three solar energy alternatives that demonstrate there are options that better suit this case – an 1871 house with bright red roof in the Lakeshore Historic District:

1) **Community Solar:** ComEd is offering customers in its area of coverage the opportunity to sign-up for their community solar projects. “With community solar, a solar generating system provides benefits to multiple community members. Community options expand access to solar power for renters, those with shaded roofs or properties, and those who choose not to install a system at their home or business for financial or other reasons.”
https://secure.comed.com/MyGeneration/reports/community-report

There’s a large solar farm being built by MCSquared, which will be available in the next couple of months.
- ComEd Solar Department phone 1800 825 5436

2) **Ground solar panels:** for properties where roof solar panels are not a good solution, ground solar panels are a good alternative. See information about this option here: [Ground mount solar panels: top 3 things you need to know](https://secure.comed.com/MyGeneration/reports/community-report)

According to Cook County Property Tax portal, this property has enough space to accommodate solar ground panels. See below:
- Lot Size (SqFt): 11,250
- Building (SqFt): 2,991

http://www.cookcountypropertyinfo.com/PINResults.aspx

3) **Solar shingles:** The contractor presenting the 1040 project mis-lead the commission by saying solar shingles aren’t available in the market. In fact, as we mentioned during the session, they’ve been available for a couple of years and there are several brands in the market. Please see this recent and informative article: [Top 9 Solar Roof Shingles Brands](https://secure.comed.com/MyGeneration/reports/community-report) which provides prices for each brand.

Additional articles:
- [https://home.howstuffworks.com/green-living/solar-shingles1.htm](https://home.howstuffworks.com/green-living/solar-shingles1.htm)

Finally, even though the intent of the Preservation Commission is to rule over what’s visible from the public view, we believe it should also preserve the property value of the homes in a historic area like the Lakeshore Historic District. We bought our house last year, paying top price for it; the value of the house is given its surroundings and views. The alterations our neighbor is proposing will decrease the value of our property. We are submitting on the next page images from the West side of our house, which have a direct view of 1040 Hinman’s roof.

We hope the arguments provided here will serve inform your decision as this project continues. We appreciate your time and consideration.

Best regards,

Valeria Piaggio & Jeff Filippelli
Main stairs at Hinman 1032 overlooking Hinman 1040:

Views from kitchen at Hinman 1032:

View from the patio at Hinman 1032:
Please support climate action and approve solar panels at 1040 Hinman

Wendy Pollock <wendy.pollock@gmail.com>  
To: cruiz@cityofevanston.org  
Mon, Sep 2, 2019 at 1:10 PM

Dear Mr. Cruz,

I understand that the Preservation Commission has an opportunity to advance implementation of Evanston's Climate Action and Resilience Plan (CARP) by approving a proposal to install rooftop solar panels on the house at 1040 Hinman. I urge you to support the owners in making a significant contribution to the community's capacity for generating clean renewable energy and advancing CARP goals.

The owners are clearly committed to assuring that the installation harmonizes with neighborhood aesthetics -- and in doing so, they will provide an invaluable model for what's possible here in Evanston and surrounding communities as we move toward a clean energy future.

As you know, CARP was adopted by unanimous vote of the Evanston City Council, and the Evanston Environment Board has urged rapid implementation of the plan. With every day, the climate emergency becomes ever more urgent. The Preservation Commission has an opportunity to distinguish itself by contributing to implementation of the City's action plan. Thank you for your consideration.

Sincerely,

Wendy Pollock

_________________________
Wendy Pollock
Co-Chair, Environment Board
Evanston, Illinois
I am writing to express support for the application at 1040 Hinman for approval of their solar panels as their plan indicates.

Evanston has passed a CARP in 2018 advocating clean energy and reduction in carbon emissions and this project would assist these goals. Placing unnecessary restrictions on this application defeats the purpose of creating a better Evanston for now and for future residents.

Douglas Macdonald
long-time resident,
former Curator, Chicago Botanic Garden
To Whom it May Concern:

We would like to express our support for our neighbors’ planned rooftop solar installation (to be discussed at an upcoming meeting of the Preservation Commission). We live at 1042 Hinman Ave, right next to 1040 Hinman Ave where the panels are supposed to be installed. Our neighbors have made a big effort to make their house and garden beautiful and keep it in great condition, and in our view the panels would not detract from this at all. The panels are just a flat surface on the roof and do not affect the shape, detailing, and overall appeal of the house; in fact, some may say that the “feel good” aspect of solar energy makes the roof look even better. What is more, historic preservation and protecting the environment are both important values to Evanstonians, and in our view we should strive to pursue both at the same time rather than seeing them as competing objectives. Carefully updating Victorian homes for the current times is an ongoing challenge, and measures such as installing highly efficient air conditioning or heating are already widely supported. Solar power is the natural next step, and an important one in Evanston given environmental objectives and the fact that (despite the winter) Evanston does actually have many hours of sunshine and is a good location for solar power.

Best Wishes,

Marisa Ross-Doepke and Matthias Doepke


Matthias Doepke (doepke@northwestern.edu)
Department of Economics, Northwestern University
http://faculty.wcas.northwestern.edu/~mdo738/
Phone: (310) 435-9745

Carlos Ruiz <cruiz@cityofevanston.org>
COA for 1040 Hinman Ave
1 message

bbecharas@aol.com <bbecharas@aol.com> Thu, Sep 5, 2019 at 8:35 AM
To: cruiz@cityofevanston.org

Mr. Carlos Ruiz  
Preservation Coordinator  
City of Evanston  
2100 Ridge Ave.  
Evanston, IL 60201

Dear Mr. Ruiz and Members of the Preservation Commission,

I am writing to you today in support of the Laundy Residence solar panel installation at their home located at 1040 Hinman Ave. It has come to my attention that they have requested a Certificate of Appropriateness to install 18 solar panels on various parts of their roof to generate 100% of their domestic electricity needs. I have come to understand that the Preservation Commission is inclined to strictly interpret their own guidelines and deny this request.

I also understand that there are more than one other residences in Evanston that have previously made this request and under similar circumstances were granted a COA...

I am a lifetime born and raised citizen of Evanston and I grew up in that neighborhood (I even played in that house as a child with the Butler twins). The Laundy family’s investment in reducing their carbon footprint is (if you'll forgive the expression) laudable! Thinking globally and acting locally to reduce the current existential threat to our planet is paramount if we will preserve our way of life in our community and beyond.

Some of the arguments noted in the discussion about appropriateness pale in comparison the need to take action to remediate carbon dioxide in our environment... The contrast of the photovoltaic panels and the aesthetic street views would, in fact, set a fine example for the casual passer-by to inspire them to emulate and take action on their own behalf.

Our community has been a national leader and award winner in the cause of sustainability. By not taking every opportunity to address the threat of climate change will leave our children and their children with a world that will require significant adaptation and resilience... Historic Preservation also means preserving our species by taking individual action like Laundy’s proposed investment in carbon neutrality now! Denying this request will have a chilling affect on others willing to make a similar investment in our community and ultimately the viability of our planet. Please allow their request, the situation is appropriate.

Thank you for your consideration.

Yours sincerely, Brian Becharas

Brian G. Becharas  
Energy Education Associates  
619 Oakton St.
Evanston, IL 60202 USA  
e-Mail: bbecharas@aol.com  
Mobile 847.922.1114  
Skype: brian.becharas  Facetime/WhatsApp +847.922.1114  
Chairman: Transportation Task Force, Co-Captain – Green Mobility Planning Team  
Secretary: Renewable Energy Task Force, Founder: Sustain Evanston Congress  
Approve the Solar Panels for the Laundy Residence

1 message

Jerry Herst <jerry.herst@gmail.com>  Thu, Sep 5, 2019 at 1:53 PM
To: cruiz@cityofevanston.org

Dear Members of the Evanston Preservation Commission,

I strongly urge you to approve the COA requested by the Laundy family to add a solar panel array on their home. The City of Evanston has taken the challenge of the climate crisis seriously and enacted a program designed to reduce our city’s contribution to the problem. The Climate Action and Resilience Plan is designed to encourage all citizens, businesses, organizations, and government entities to do everything that they can to decrease their reliance on carbon dioxide producing fossil fuels. The Laundy family has taken this challenge very seriously in altering their lifestyle in many ways, including adding native plantings on their property which capture and sequester more carbon than the standard lawn. They are trying to take the next step to increase their ability, and ComEd’s ability, to meet the State of Illinois’ mandate to increase the amount of renewable energy in the mix of sources that they use to produce our electricity. The Laundy’s should be acclaimed as an example to the rest of the community. All of us should be encouraged to follow their example and take this life affirming step to preserve our community as a whole.

I strongly urge affirmative action in this matter.

Thank you for your consideration.

Jerry Herst
Dear Mr. Ruiz

I am writing to support the installation of solar panels at 1040 Hinman in Evanston.

While I deeply value Evanston commitment to historic preservation, I more deeply value creating a sustainable future for our children and future generations. Harvesting solar energy is a responsible way to power our homes.

We must focus on the long term gains for our environment, rather than the short term enjoyment (for some) a clean roof line.

Thank you for your time and consideration.

Liz
Dear Mr. Ruiz:

I am writing in support for the addition of rooftop solar panels at 1040 Hinman Ave about which hearings will be held Sept 10. I have lived in Evanston for the last 35 years and have become very proud of Evanston's support of green initiatives, which have long been championed by our aldermen and mayors.

The City of Evanston passed a Climate Action and Resilience Plan (CARP) late last fall (2018), that has bold clean energy goals, including targeting zero carbon emissions by 2050.

But, because Evanston has considerable tree cover and little available open space, available rooftop solar will be an important component in achieving these goals.

The Laundy family at 1040 Hinman Ave want to contribute to meeting these goals by installing a solar PV system on their home's roof, generating roughly equivalent energy to that the family consumes. It would require an 18 panel system that would generate electrical energy without CO2 emissions; by comparison power generated by burning fossil fuels to generate the same amount of energy is estimated to result in around 3500 US tons of CO2 emissions annually, or around 88,000 US tons during these panels' 25 year warrantied life.

To do this, the Laundys would place 8 of the 18 panels on the south-facing roof at the front of the house, which is visible from the sidewalk when approaching the house from the south. Since this house is located in an Historic District, and panels will need to be visible from the street, the Laundys are required to seek a Certificate of Appropriateness (COA) from the Preservation Commission. This went before the Commission in August but a decision was deferred, so will be considered again on Sept 10.

I am therefore commenting in support of this application.

The Commission apparently asked that the Laundys consider an installation removing all 8 panels from their street-visible location. Unfortunately, these are 8 of the 12 best performing locations, so omitting panels from this section of roof makes the system both underpowered and inefficient. If this were a viable arrangement the Laundys would have chosen it, avoiding the need to seek a COA.

Photo illustration of the proposed panels on roof portion visible from the street

https://mail.google.com/mail/u/0?ik=18ccf8798b&view=pt&search=all&permthid=thread-f%3A1643868392776459066%7Cmsg-f%3A16438683927764...
Comments by Commissioners participating in the August hearing were mixed:

- One negative comment was that there will be too much contrast between the red roof and the dark solar panels. Another said the panels will contrast too much with the “beautiful” garden and “charming” house. Another commissioner spoke up in general support of these aesthetic points, saying the proposal crossed a line.

- A positive comment observed that solar panels are analogous to skylights, and street-visible skylights are routinely approved by the Commission.

- Another observed that it was hard to find grounds to deny this in the applicable Standards for Alterations, and noted that the Commission needed a clear standard to apply consistently.

Points I would like the Commission to consider:

(Note that the Preservation Commission’s purview is limited to historic preservation, though they have expressed their recognition of the validity of an environmental perspective and willingness to be sensitive to it.)

Preservation of the historic structure is not in question: The solar panels are removable, requiring only mounting above the roof without alteration to the building itself.

This house, according to the Lakeshore Historic District survey, actually has no historic significance: It is not a landmark, not landmark eligible, and has no listed historic significance. The issue here is not preserving significant history, but preserving the appeal of the view of a house and garden. Two other historic district houses whose owners applied for COAs for street-visible solar PV panels were granted them in 2018. One has a red roof.

The respect the Preservation Commission has shown for the historic and aesthetic appeals of this house and garden should not be seen as a reason to deny it a COA. Instead they should be seen as strong streetscape assets that will appeal even with the presence of rooftop solar panels. Homeowners should not be penalized for good historic preservation decisions.

Adding a modern, environmental component to this historic house would be in character with its garden. Both combine modern and historic elements. Both seek a balance between aesthetic appeal and environmental performance. The garden is a National Wildlife Federation (NWF) Certified Habitat, that in a small way helped Evanston earlier this year become the first city in Illinois designated a NWF Community Wildlife Habitat.

I do not consider solar panels an eyesore, especially when viewed obliquely, as they softly reflect the sky. I see them as a symbol of how we in Evanston can both sustain historic buildings and encourage other homeowners to generate solar energy.

This property, with a solar PV system installed would reflect two of Evanston’s key values: historic preservation and environmentalism. It also
supports Evanston’s CARP goals because it will add to the clean energy generated in Evanston and will leverage available roof space suitable for generating solar power.

PastedGraphic-1.png

278K
Sept 5, 2019

Carlos Ruiz
Preservation Coordinator
City of Evanston

Dear Mr. Ruiz and Members of the Preservation Commission,

We are writing to support the request of Peter Laundy and Shirley Dugdale for Preservation Commission approval of installation of solar panels on the roof of their home at 1040 Hinman Avenue in Evanston.

It is our belief that the climate crisis facing our planet and each country, state, and city within it and the need to reduce carbon emissions supersede the importance of preservation principles. All citizens have the responsibility to do what we can to reduce our dependence on carbon fuels for our energy needs. The solar panels proposed by Mr. Laundy and Ms. Dugdale constitute a tangible effort to support the City’s Climate Action and Resilience Plan (CARP), generate via solar energy the equivalent of the energy now consumed by fossil fuels in their home, and reduce the carbon footprint of our community. Their intention to self-fund the conversion of their energy supply from carbon-based to renewable solar is commendable and shows great respect for the City’s climate action priorities.

Beyond supporting the critical CARP goals, which should be the foremost priority of Evanston citizens, the house in question is not an historic structure. According to the Lakeshore Historic District Survey, 1040 Hinman Avenue is not an historic landmark, is not landmark-eligible, and has no historic significance. Moreover, permission was granted by the Preservation Commission to the owners of other homes in historic districts to install street-visible solar panels in 2018. One of those has a red roof, as is the case with 1040 Hinman.

We hope you will grant permission for the owners of 1040 Hinman to proceed with their renewable energy strategy, which demonstrates admirable civic leadership and environmental responsibility.

Candice and Robert Dalrymple
2618 Sheridan Road
Evanston, IL 60201
Do Not Deny Permission to Install Solar Panels at 1040 Hinman Ave
1 message

thomas.mcmahon@comcast.net <thomas.mcmahon@comcast.net>  Thu, Sep 5, 2019 at 4:53 PM
To: Carlos Ruiz <CRuiz@cityofevanston.org>

Members of the Preservation Commission,

We understand the Commission may be about to deny permission to install solar panels to an Evanston homeowner because such solar panels may not meet the restrictive “historic look” criteria of the Evanston Preservation Ordinance. To paraphrase Charles Dickens in *Oliver Twist*: If the law requires you to do that, the law is an ass.

Obviously solar panels don’t meet “historic look” criteria. The problem is, climate change is not historic but is very modern. Denying attempts to adapt to climate change for the sole purpose of preserving a “historic look” is short-sighted at best. We are certain you understand that every element of society, from individuals to corporations to government agencies, need to adapt in every way they can. But you probably feel hamstrung by the Ordinance.

Adapt means change.

No one expects you, the members of the Preservation Commission, to be neutral on historic preservation. But if the present Ordinance does not allow you fulfill your broader duty to the Evanston and global communities, then it is incumbent on you to beseech the City Council to change the Ordinance.

Surely you must find it embarrassing to have to engage in tangled reasoning to fit an application like this into an exception to the restrictions in the Ordinance. On the other hand, to deny this application, as a plain reading of the Ordinance arguably requires, forces this and subsequent homeowners into case by case appeals. Either way, this arduous process has an obvious and highly chilling effect on climate change adaptation.

We are not against historic preservation. The Evanston Preservation Ordinance has accomplished many good things, and we respect each of your good faith intentions. But we do not believe the present situation serves the interest of rational preservation.

Finally, we adopt and incorporate by reference the homeowner’s petition and the August 20, 2019 letter from Citizens Greener Evanston

Tom and Ann McMahon
5 Milburn Park

Cc Mayor, All Aldermen and Alderwomen, City Manager
Supporting solar panels at 1040 Hinman, and throughout Evanston

1 message

Nick Switanek <nswitanek@gmail.com>  Thu, Sep 5, 2019 at 10:49 PM
To: cruiz@cityofevanston.org

Preservation Coordinator Ruiz,

thank you for your commitment to preserving Evanston's beauty for generations to come. A commitment to renewable energy sources like solar is well aligned with the goals of the Preservation Commission. I hope you and the Commission will agree.

Thanks,
Nick Switanek
Evanston resident
PUBLIC COMMENT

In support of

APPLICATION FOR COA FOR 1040 HINMAN AVE

To: The Evanston Preservation Commission

From: Arthur H. Anderson, Jr.

Re: Application for Certificate of Appropriateness for the Installation of 18 Photovoltaic Solar Panels on the South Facing Roof at 1040 Hinman Avenue

Date: September 6, 2019

Summary. Prior decisions of the Commission concerning the installation of solar panels show the existence of a practice to approve COAs for the installation of solar panels on non-Landmark buildings within historic districts where the proposed solar panels were to be installed on either the sides or back of the building and where the solar panels would not be visible to an individual standing on a side walk directly in front of the building. This practice creates a reasonable balance among the public benefit derived from historic preservation, the rights of the property owners, and the public benefit derived from preservation of the environment. The Commission should continue to follow its historic practice and approve the COA filed by Peter Laundy for 1040 Hinman Avenue.

Identification of Solar Panel COA Applications. The Commission has posted on its web site the agendas and minutes for its meetings going back to January 1, 2017. I discovered by reading the posted agendas and minutes that during the period from January 1, 2017 through August 6, 2019 the following:

(1) On April 10, 2018, the Commission approved with 5 affirmative votes and one abstention a COA to permit the installation of 27 photovoltaic solar panels on the roof of the single-family home at 114 Kedzie Avenue. The home faces Kedzie Avenue to the north. 17 solar panels would then and now do face west, and 10 solar panels would then and now do face east. The 17 solar panels facing west would be visible to anyone looking at the west side of the house from the west. The 10 solar panels facing east would be visible to anyone looking at the east side of the house from the east. The solar panels, however, would not be visible to anyone viewing the house directly from the front of the house.

(2) On September 5, 2018, the Commission approved unanimously with 9 affirmative votes a COA to permit the installation of 12 photovoltaic solar panels on the south facing roof of the single-family home at 743 Michigan Avenue. The home faces Michigan Avenue to the west. The roof facing south has a dormer at its center. Six solar panels are west of the dormer, and six solar panels are east of the dormer. The six solar panels which are west of the dormer are visible to anyone looking at the south side of the house from the south on the sidewalk. The dormer blocks the view of the six solar panels east of the dormer from the view of anyone looking at the south side of the house from the south on the sidewalk. The roof on 743 Michigan Avenue is covered by red asphalt shingles. The gray color of the solar panels contrasts with the red shingles.
(3) On July 9, 2019, the Commission approved unanimously with 7 affirmative votes a COA to permit the installation of 12 photovoltaic solar panels on the west facing roof of a three-car garage. The solar panels would be visible only from the alley.

(4) Consideration of a COA for installation of 18 photovoltaic solar panels on the south facing roof at 1040 Hinman Avenue is currently pending.

(5) The Commission denied no applications for COAs which proposed installation of solar panels.

In 2014 the City of Evanston endorsed a plan whereby homeowners would join together to purchase solar heating panels at a group rate. As a result of the group purchase a number of homeowners, including homeowners in historic districts, installed thermal heating panels. Citizens Greener Evanston includes an Ecohub map in its web site which identifies clean energy generation projects installed in Evanston. I personally viewed all of the homes with thermal solar panels on Hinman Avenue, Judson Avenue, and Forest Avenue between Main Street on the South to Dempster Avenue on the north. Homes at 1026 Forest, 1109-1111 Hinman (Double House), 1231 Hinman Avenue, 1110 Judson Avenue, 1124 Judson Avenue, 1200 Judson Avenue and 1221 Judson Avenue all have thermal solar panel on the roof. Only two 4 foot by 8-foot solar thermal panels are required to service a single-family home. The two panels together constitute an 8 foot by 8-foot square. None of the thermal solar panels on the 7 houses identified in this paragraph can be seen from the front of the house. The thermal solar panels on two houses (1109-1111 Hinman and 1200 Judson) are readily visible from the side. The thermal solar panels on two houses (1134 Judson and 1221 Judson) can be seen from the side but only with difficulty. The thermal solar panels on three houses (1026 Forest, 1231 Hinman, and 1110 Judson) cannot be seen from either the front or the side. These homes illustrate the approval of thermal solar panels in the Lakeshore Historic District within five blocks of 1040 Hinman Avenue.

**Description of 1040 Hinman.** 1040 Hinman is not an Evanston Landmark but it contributes to the character of the Lakeshore Historic District. It is one of the oldest homes on the block. 1040 Hinman faces Hinman Avenue to the East, an alley to the West and neighboring homes to the North and South. The lot dimensions are 75 x 150. While the North side yard of the house is very small the South side yard is wide and open with about 33 feet of frontage on Hinman Ave.

The roof type is Multi-Gable. Four gables facing East, West, North, and South peak at the same height and meet at right angles to form an “X”. A fifth gable with a lower peak extends at the back of the house to the West. Four roof faces look South. (1) The gable facing East has a roof facing South. (2) The gable facing West with the high peak has a roof facing South. (3) The gable facing West with the lower peak has a roof facing South. (4) The roof on the dormer on the south roof of the West gable with the high peak also looks South. Asphalt shingles cover all eleven roof races.

The Continuation Page of the Lakeshore Historic District Re-Survey prepared in 2011 describes the historic features of 1040 Hinman as follows:

Building appears to be a 19th-century Gothic Revival residence. Cook County Tract Books and local newspapers indicate that Francis Winne owned the property in 1872, and that there was a house standing on the property by that date. Historic features include: Asymmetrical front gable extending down to incorporate front entry porch (may be an historic alteration); front 1st story polygonal window bay (cornice with
paneled frieze, wood brackets and dentil trim, segmental arch side openings, wood beading at corners); secondary porch along south elevation, with round columns on wood square piers, closely spaced wood railing, and dentil trim (screened); 2-story south side bay toward rear, with gable roof (appears to have originally been a 1-story window bay with flared mansard roof and 2/2 wood windows with label mold lintels—2nd story does appear on 1899 Sanborn, so it may be an 1890s alteration); some 2/2 wood windows with label mold lintels (under south porch and alongside elevations)

The front gable has historic significance, but none of the details with historic significance relate to any part of the roof. The South facing roof on the gable facing East can be readily seen from the sidewalk on Hinman because of the of the wide side yard to the South of the house opens the view of the South side of the house. The three other roofs facing South cannot be seen from the sidewalk on Hinman because the South facing gable blocks the view of the three roof faces to the West of the gable.

An individual standing on the sidewalk at the southern end of the property can see the roof where 8 solar panels would be placed. That individual while looking at the black solar panels on the red roof of 1040 Hinman would also see the dark gray roof of the house at 1042 Hinman Avenue as well as the dormer and skylight on the roof of 1042 Hinman. The black of the solar panels would blend visually with the gray roof shingles on 1042 Hinman Avenue.

A person standing at the walkway to the house could not see roof where the 8 solar panels would be placed due to the overhand along the edge of the east facing gable. Anyone viewing the house from any point north of the walkway would be unable to see the roof where the solar panels would be installed.

If a person walked two houses north on Hinman to the intersection of Hinman Avenue and Greenleaf Avenue and looked to the northeast, that person would have an unobstructed view of the eight-foot square thermal solar panels at 1109-1111 Hinman Avenue. If that person then walked north on Hinman Avenue to the intersection of Hinman Avenue and Greenleaf Street and then walked east on Greenleaf Street to Judson Avenue, that person would have an unobstructed view of the eight-foot square thermal panels on 1200 Judson Avenue because the South side of 1200 Judson faces Greenleaf Street.

The 8 solar panels at 1040 Hinman which would be visible from the sidewalk on Hinman would have a dimension of ten feet by 13 feet. That rectangle is not much larger than the 8 foot by 8-foot square of the solar thermal panels. The eight solar panels, when installed, will have nearby company.

**Description of the 1000 Block of Hinman Avenue.** The diversity of architectural design on the 1000 block of Hinman Avenue gives the block its charm. The addition of solar panels discreetly located on the side of 1040 Hinman could add to the interest of the block and rather than reduce its charm.

Hinman Avenue runs in a North South direction. It has ten buildings on the West side and eleven buildings on the East Side. Hinman Avenue is on the West side of Lakeshore Historic District. The buildings on the West side of Hinman Avenue back directly onto an alley. The land West of the alley is used for commercial purposes. The 900 block of Hinman immediately to the South of the 1000 Block of Hinman is not a part of the Lakeshore Historic District except for a church at the Southeast corner of Lee Street and Hinman. Multifamily residences are the primary uses in the 900 block of Hinman.
A multifamily residence is located at the Southern end of Hinman Avenue at the Northwest and Northeast corners of Lee Street and Hinman Avenue. The remaining 19 buildings are all single-family residences.

Only the Italianate Style home at 1024 Hinman is a Landmark. 19 of the buildings on the block including 1024 Hinman contribute to the historic character of the Lakeshore Historic District. Only four of the buildings are listed as Landmark Eligible on the Lakeshore Historic District Re-Survey prepared in 2011: (1) the Classical Revival style Apartment Building at 1000-1010 Hinman Ave, (2) the Renaissance Revival style home at 1025 Hinman, (3) the Craftsman style home at 1022 Hinman, and (4) the Colonial Revival style home at 1028 Hinman. The home at 1023 Hinman built in 1965 and the home at 1037 built in 2018 do not contribute to the historic character of the District.

Over 75% of the buildings on the 1000 block of Hinman are more than 100 years old. Eleven of the buildings were constructed before 1900 in the Nineteenth Century. Five of the buildings were constructed in the period from 1900 through 1917. With respect to the five buildings which are less than 100 years old, one was constructed in each of 1920, 1922, and 1923. New construction was dormant for nearly 40 years until 1965 when the house at 1023 Hinman was built and then again dormant for over 50 years until 2018 when the house at 1037 Hinman was built.


Gabled and Hipped Roofs predominate in the 1000 block of Hinman. The Lakeshore Historic District Re-Survey prepared in 2011 lists buildings in the 1000 block of Hinman have 4 buildings with Front Gables, 4 buildings with Multiple Gables, 1 building with Side Gables, 1 building with Gable on Hip, and 6 Hipped roofs. The non-Gable/Hipped roofs on the Lakeshore Historic District Re-Survey prepared in 2011 list 1 Combination roof, 2 Mansard roofs, and 1 flat roof. The house built in 2018 was not included in the 2011 re-survey. Asphalt shingles cover 17 or the roofs on the 1000 block of Michigan. The newly constructed home at 1037 Hinman (across the street uses asphalt on the main roofs but uses standing seam metal on the porch roofs. Ceramic tile covers the roofs of two houses, and the materials to cover the flat roof is not reported.

Asphalt shingles were not invented until 1901. 11 homes on the 1000 block of Hinman Avenue, including 1040, were constructed in the 19th century. All of those homes currently have asphalt shingles, and accordingly none of those homes currently has the original building material.

Conclusion. Victorian homes used multiple paint colors to emphasize the architectural details. The solar panels, although black, absorb not only the energy of the sun but also the coloring of the sky above. The panels would become another colorful detail on a beautifully detailed home. Solar panels in the Lakeshore Historic District are not new. This comment lists four homes in the Lakeshore Historic District where side views of homes show solar panels without obstruction. The Commission should
continue its existing practice and approve the COA requested by Peter Laundy.
Photograph of the South Side of 1109 Hinman Avenue
Taken from Hinman Avenue

Photograph of the South Side of 1200 Judson Avenue
Taken from the North Side of Hamilton Street
Tuesday, August 6, 2019
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

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

3. NEW BUSINESS

C. 1040 Hinman Ave. (LSHD) – Peter Laundy, applicant, submits for a Certificate of Appropriateness for the installation of 18 solar photovoltaic flush mounted panels visible from the public way. Applicable standards: [Alteration 1-10]

Dorian Breuer presented the application to install 18 removable solar panels on the south-facing surfaces of the house. The panels and racking are all black and the panels stay flush with the roof, similar to the other homes included in the packet. The difference is that those panels are not all black. They minimized the number of solar panels on the south facing roof closer to the front of the house by moving solar modules to the middle and the back of the roof.

Commissioner Vogel said the application states that the solar panels are not visible on the front elevation of the house. He asked, aren’t the panels visible from the street? D. Breuer said what it means is by standing in front of the house or the front door, one cannot see the panels. The panels are visible from walking from the south to the north, like the other homes in the packet.

Public Comment
Valeria Piaggio and Jeff Filippelli of 1032 Hinman Ave. said they bought their house a year ago. They had good relations with their neighbors at 1040 Hinman Ave. Unfortunately on this occasion they disagree with the project. The benefits to the homeowner and the City are not commensurate with the impact it has on the views of the house, the neighborhood and the historic value of the property. These are black plastic panels on top of a red roof. The panels are prominent to them, their north facing windows have direct views on this roof; the panels will affect the value of their home.

Valeria Piaggio said there are alternatives to solar panels such as solar shingles, solar tiles and ground panels. The property is 12,000 SF so it could accommodate ground panels. Comed has a ‘Community Solar Plan’ concentrating enough solar panels for a large community, one can sign up and this is happening in the next few months. They are not opposed to generating energy to help Evanston achieve its environmental goals, however, they don’t agree with the materials chosen, some other alternative will have much less impact. Photos show that the roofs are very visible from the street. The roof is bright red and the solar panels are black. Another issue is reflectivity and how much glare is created. Jeff Filippelli said reflectivity increases over time due to degrading of the solar panel material.

Regarding reflectivity Dorian Breuer said the angle of the sun is mostly to the south and hitting a 35 degree angle, reflecting mostly up into space. The panels are tempered glass designed to last 35 years. It is a 25 year product. Also there are many trees between the road and the sidewalk. There is a shingle product from Certainteed and Tesla. The Tesla product costs 80K to 100K dollars and is not in the market yet. It is not a removable product. The decking and the shingles are removed to install the Tesla product. Unlike the solar panels, there are attachment points separated by 5’, it does not affect the house in that way. Ground mounted panels are a more expensive project in the order of 50 to 100 percent.

Commission’s Findings
Commissioner Vogel asked about the cost of the project and the savings in electricity cost to the owner. D Breuer said the project is 20K. The typical bill is $100 to $150 a month. Chair Simon asked if there is a special use of the solar electricity for this house. D. Breuer said it’s the same as the utility, it goes into the grid. First it feeds the house and then back feeds to Comed. The electrons generated by the system go back on the wires and feed the houses of all the neighbors. Commissioner Sullivan asked what would happen if the eight panels on the front of the house are cut out. D. Breuer said those panels are generating the majority of the power. That would remove the economic feasibility of the project. Commissioner Dudnik said the difficulty is the view in the lower right hand corner, one can see the roof. There are the black glass panels on a red roof. D. Breuer said the glass panel is designed to reflect as little as possible. Commissioner Dudnik said the panels will be really visible in winter including the second group of panels. Commissioner Reinhold said they are not making any alterations to the historic structure, it is really minimal alteration. It is a feature that isn’t changing the historic home. The panels can easily be removed. It is hard to say they are damaging the...
historic preservation of the home. They can be taking off without destroying that historic roof.

Dorian Breuer said the return of investment in this project is five or six years. Thereafter, the system is paid for itself. Chair Simon said the Commission has the right to approve the addition to any visible physical features; it isn’t a matter of right. It someone was coming with something that is not green energy, he thought the Commission would not hesitate to say that we could approve or disapproved based on appearance. He did not think it’s a matter of having a right. The standards talk about the materials and finishes. The panels affect the historic appearance. The Commission has bent backwards to approve green energy features, that does not mean that the Commission has to approve the 100 percent of the time. Commissioner Reinhold said the Commission needs to be very clear on why or why not is approving these applications. Commissioner Itle said part of his thinking is about other types of roof related changes such as skylights. Although this is more expansive than a skylight, in some ways is analogous, one is changing something that is a roof material into a more reflective piece of glass, and from that point of view, and the Commission has approved all kinds of skylights and all kinds of orientations. He said he was not terribly offended by this proposal.

Valeria Piaggio said the contractor is promoting the materials he can provide, but there are shingles in the market since 2017. She appreciates the spirit behind the project, generating solar energy. Tesla roofs are available at the same cost with the tax incentives as other types of roofing. The Commission made a point about the trees, how they protect the view of these roofs from the street. There is a significant difference in couple of months away of what one could see. They are the ones maintaining those trees and they are aware how foliage changes the views and what it takes to maintain them. They are not against solar, but what would make less impact from a historical preservation point of view.

Commissioner Sullivan said she loves the cause of green energy, there has to be a marriage, when looking at primary facades and primary vistas of the home. If somehow maintaining those and give little more leeway on some of the secondary and tertiary things that the Commission still has purview over, and give more leeway for green energy and things like that when removable. However, the portion that really dramatically affects the perspective from the primary vistas, she had a problem with that. Commissioner Vogel said that he walked by the house, they have native grasses in the front yard, it is beautiful and a charming house. Now the solar glass panels don’t blend in with the roof. Chair Simon said the Commission in the past approved modifications to the front façade as well. However, the Commission should more heavily scrutinized modifications to the most visible parts of the house, and it needs to be dealt on a case-by-case basis, in terms of whether the modifications adversely affect the appearance too much. He said the Commission should keep trying to approve these projects when the Commission can. Commissioner Sullivan said that one of the historic elements of the home is the red roof, she wished there was not such a dramatic contrast. Commissioner Dudnik said the Commission does not have purview over color,
would the Commission have this discussion if it was a black roof or a dark brown roof, chances are everybody would have said it won’t show up.

Carlos Ruiz asked if there is an alternative to remove the panels that are on the front portion and relocate them in areas that would be less visible. D. Breuer thought there maybe two more module locations that were 30 or 40 percent less productive in the very back of the house. There might be a spot on a west facing roof where two panels could be fit. They would be losing two modules. It might jeopardize the project to make it economical. There are locations for four modules on other parts of the house, like further back. They would lose approximately 30 percent of efficiency. By removing the four modules from the front, that would be a net loss of 30 percent of the productivity. Chair Simon said it seems that it may not work and asked D. Breuer if his clients could make the decision to continue with the application. D. Breuer agreed to talk to his clients.

Commissioner Bady made a motion to continue 1040 Hinman Ave. until September 10, 2019, seconded by Commissioner Vogel. The motion passed. Vote: 7 ayes, 0 nays.

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
EVANSTON PRESERVATION COMMISSION
Tuesday, September 10, 2019, 7:00 P.M.
Morton Civic Center, 2100 Ridge Avenue
Room 2800 James C. Lytle Council Chambers

MINUTES EXCERPT

Members Present: Elliott Dudnik, Julie Hacker, Ken Itle, Jamie Morris, Mark Simon, and Aleca Sullivan

Members Absent: Robert Bady, Suzi Reinhold, Sally Riessen Hunt, and Tim Schmitt

Karl Vogel

Staff Present: Scott Mangum, Planning & Zoning Manager
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 six Commissioners present.

2. OLD BUSINESS


Peter Laundy presented the application with Dorian Breuer, his contractor. Mr. Laundy said the Commission had asked if they would consider an installation that did not have panels visible from the street. The system would not be viable unless they include the south facing panels. The west facing panels are compromised because of shading. Eight of the best harvesting solar panels are on the front façade south facing roof.

He indicated that there is no practical solution to hiding solar collectors on a red roof. They are not willing to replace the roof material for the next 23 years, either to reduce color contrast between the roofing and solar panels, or to replace it completely with solar shingles.
As for the solar shingles, Mr. Laundy indicated that flush solar shingles are less efficient than rack mounted and the models they have seen don’t appear to integrate well into the roofing. Flush panels may violate Alteration Standard #1, because their replacement will require the replacement of the existing building material. Rack mounted panels are removable.

The applicant proposes keeping the visible array to a simple 2-panel by 4-panel rectangle in scale with the portion of the roof, with minimal visible framing. When viewed from oblique angles, panels reflect sky conditions. The contrast between roof and panels varies depending on the weather and the angle.

He indicated that the front garden and façade draw the attention of those who pass by the home. As the seasons change, the details on the façade are accented by the paint colors and this would draw attention away from the roof.

Given the current emphasis upon renewable energy and climate action, Mr. Laundy also argues for a new category for solar panels or collectors within the Preservation Commission Guidelines for Alteration that would consider the following questions that would have impacted both his application and similar cases in the future:

1) Skylights and thermal solar panels used for precedence, especially for rack mounted rectangular solar PV arrays, they may be larger than skylights, but they have the advantage over skylights in that they do not require openings in the historic structure and are removable.
2) Should a property’s perceived charm and beauty be a criterion in denying a COA, uncertainty about likelihood of approval may become a disincentive to plan for roof top solar PV systems. With solar panels would it not be a win for both the streetscape and the environment?
3) Is denying a COA, so all three views, rather than just two, are free of solar panels worth preventing root top clean energy generation. A controversial position to take in a town full of people concerned with climate change. As many houses in Evanston historic districts have south facing side roofs, this may lead to frequent COA applications.
4) Direct mounted solar PV solar panels on sloped roofs conform to all Evanston’s standards for alteration as now written. By being removable with harm to the roof and prolonging the life of the shingles below, they do some good. While solar PV is a new category of alteration for the Commission, is it not innovative design for alteration? It would not seem to qualify, as it is the predominant industry standard design, and if is not innovative designs, standard 9 does not apply.

Mr. Laundy concluded his testimony by saying that his wife and he are both designers. They have tried to integrate the historic and modern in ways respectful of the historic character of their house, and to model how environmental sustainability can be address in these decisions. He asked the Commission to let them extend this project to include harvesting sunshine on their roof. They think it will better express not only their values but those of the City of Evanston as well.
Commissioner Julie Hacker asked about the lower roof and if the Applicant had considered putting the solar panels on that flat roof on the porch south side. Peter Laundy said no, because it is so low and to the left of that roof are maple trees. Commissioner Hacker asked if they had considered putting solar panels at grade somewhere. Peter Laundy said the only place to put them at grade would be on the front lawn. There are street trees that are growing on the west side of the street and there are tall trees across the street. They don’t have control over what their neighbors to the south will plant. Dorian Breuer said that the cost of ground-mounted solar panels is about 50 percent higher.

Commissioner Sullivan asked if there is a garage. Peter Laundy said it has a Siberian Elm tree over it.

Public Comment:
- Jonathan Nieuwsma, past president of and representing Citizen’s Greener Evanston, and current Commissioner of the Utilities Commission said they would like to see solar panels on every roof where it makes sense. The City made a commitment to be 100 percent carbon free by 2050 with the Climate Action and Resilience Plan (CARP) passed by City Council in December 2018.
- Arthur Anderson of 715 Michigan Avenue said the Commission had approved solar panels that are visible from the public way for other historic properties. He noted that the dark color of the proposed solar panels at 1040 Hinman Avenue is not totally out of order with the dark color of the eaves.

Chair Simon acknowledged at this time the comments received via email.

Commissioners made the following comments and asked questions:
Commissioner Ken Itle:
- The solar panels follow the shape of the roof. The array is very similar to other systems the Commission approved on a side facing roofing surface. They are reversible if the technology changes.
- The house will be left essentially unchanged.

Commissioner Julie Hacker:
- The solar panels do not meet the standard of compatibility (Standard #9).
- The application does not comply with the National Park Service standards for the placement of solar panels on historic buildings.
- She was concerned with setting a precedent where one could see solar panels on every front-facing or south-facing gable everywhere.

Commissioner Aleca Sullivan:
- As a Preservation Commissioner, she would have a problem in approving solar panels on primary vistas of the home, even if they are removable. They would negatively impact the historic building.
- She would only approve it on some of the other facades or parts of the roof, because it is removable.
Commissioner Elliott Dudnik:
- Asked about the payback time-frame for the solar panels. Dorian Breuer said 8 to 10 years.
- Asked if not having as many solar panels could resolve the issue of the visible panels, even if it meant a longer payback or a less efficient system, rather than eliminating all of the panels. Dorian Breuer said the other locations (not fewer panels) would be 30 percent less efficient than the proposed array.
- Also noted that the National Park Service examples do not work with this roof configuration.

Commissioner Sullivan:
- Asked if solar panels could be placed on the gable facing west. Peter Laundy said there is no room for relocating panels. The kitchen roof is lower and gets shaded until very late in the morning. The west-facing roof is shaded significantly by a tree. The payback of 8 years could be easily increased to 12 years.

Commissioner Hacker:
- Although it might be ideal to install solar panels on a south facing façade, which may be within the public view, what is the compromise if the array does not have the south facing panels? Dorian Breuer said that Oak Park has adopted a process where because the removability of solar panels, it is not an issue for historic preservation.

Commissioner Jamie Morris:
- The solar panels are not damaging any historic material, she sees it as a passerby interpretation of the house and it is obvious this is an addition, but she did not see damage to actual historic material occurring.

Chair Simon:
- The Commission has approved solar panels based on project-by-project basis.
- The Commission likes to approve this kind of project to encourage solar energy versus the historic preservation issues.
- The Rules and Procedures have been amended in a manner that would provide what is similar to the Oak Park approval process. City staff can approve certain projects that don’t have substantial visibility, but that the Commission still approves those that do have substantial visibility.
- The Preservation Ordinance provides that the Commission would consider the National Park Service standards (but is not bound to them), which provide case-by-case assessment of the preservation issues, and they discourage intrusive installations. The Commission has generally erred on the side of approving solar panels.

Commission’s Decision:
Commissioner Dudnik made a motion to issue a COA for 1040 Hinman Avenue for the installation of eighteen (18) solar photovoltaic flush-mounted panels visible from the
public way; the applicable standards are: #1, 2, 3, 5, 9 and 10, seconded by Commissioner Morris. The motion failed. Vote: 2 ayes, 3 nays, 1 abstention.

Commission’s Findings:
Commissioner Hacker said that part of Standard #9 was met, referring to “Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic material”. However, referring to “and such design is compatible with the features, size, scale, proportion, massing, color, and material”, that part is not met. Because of that, Standard #9 is not met.

In regard to Standard #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,’ Commissioner Hacker said they are not treated with sensitivity. Standard #5 is not met.

Chair Simon referred to standard 2-8-9 (E) - the Commission shall also consider the Secretary of Interior's "Standards for the Treatment of Historic Properties." He said that applying those standards, the application does not necessarily meet them.

Chair Simon said the Commission was prepared to approve a scaled-down project. He believed Commissioners present at the meeting would have voted to approve a project that was without the visually intrusive elements that seem to go beyond some of other projects that the Commission has viewed.

Commissioner Dudnik said that standard #1 starts with the words ‘Every reasonable effort’. However, while certain efforts had been made, there might have been alternatives that the applicant needed to have or had not explored. A scaled-down version or a modified version might have been acceptable to the Commission.

Chair Simon also emphasized that the Commission would have approved a scaled-down version.

Commissioner Hacker said that if the panels were not on the front façade, and if the panels were on the other two roof locations discussed, she would have supported the Application.

7. ADJOURNMENT

Commissioner Sullivan made a motion to adjourn the meeting at 10:10 pm on Tuesday, September 10, 2019. The motion passed. Vote: 6 ayes, 0 nays.

Respectfully submitted,

Carlos D. Ruiz
Senior Planer/Preservation Coordinator
### Address: 1040 Hinman Ave.

**Landmark:** [ ] Yes  X No  
**Within Historic District:** X Yes  [ ] No  
If Yes: X Lakeshore [ ] Ridge [ ] Thematic  
[ ] Local Northeast Evanston  
**Contributing:** [ ] Yes  [ ] No

**Building/Structure Description:** 2-story single family home

Describe Proposed Project:

**B. 1040 Hinman Ave. (LSHD) Case # 19PRES-0144** – Peter Laundy, applicant, submits for a Certificate of Appropriateness for the installation of 18 solar photovoltaic flush mounted panels visible from the public way. Applicable standards: [Alteration 1-10] (Continued from 8/6/2019)

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>[ ] Yes X No</td>
<td>[ ] Yes [ ] No</td>
</tr>
</tbody>
</table>

*(Turn page over)*
### Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Applies to Project</th>
<th>Project Meets Standard</th>
</tr>
</thead>
<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>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
</tr>
<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>☐ 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>☑ 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>☑ 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>☑ Yes ☑ No</td>
<td>☐ Yes ☑ No</td>
</tr>
</tbody>
</table>

**Findings/Comments/Recommendations: September 10, 2019 Preservation Commission Meeting**

Commissioner Hacker said that part of Standard #9 was met, referring to “Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic material.” However, referring to “and such design is compatible with the features, size, scale, proportion, massing, color, and material,” that part is not met. Because of that, Standard #9 is not met.

In regard to Standard #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,” Commissioner Hacker said they are not treated with sensitivity. Standard #5 is not met.

Chair Simon referred to standard 2-9-9 (E) - the Commission shall also consider the Secretary of Interior’s “Standards for the Treatment of Historic Properties.” He said that applying those standards, the application does not necessarily meet them.

Chair Simon said the Commission was prepared to approve a scaled-down project. He believed Commissioners present at the meeting would have voted to approve a project that was without the visually intrusive elements that seem to go beyond some of other projects that the Commission has viewed.

Commissioner Dudnik said that standard #1 starts with the words ‘Every reasonable effort’. However, while certain efforts had been made, there might have been alternatives that the applicant needed to have or had not explored. A scaled-down version or a modified version might have been acceptable to the Commission.

Chair Simon also emphasized that the Commission would have approved a scaled-down version.

Commissioner Hacker said that if the panels were not on the front façade, and if the panels were on the other two roof locations discussed, she would have supported the Application.

---

**Project Approved: ** ☑ Yes ☐ No  
**Date:** 9/10/2019  
**Vote:** 2 Ayes; 3 Nays; 1 Abstaining  
**CHAIR:**
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Kate Lewis-Lakin, Budget Coordinator
Subject: FY 2020-21 Proposed Budget Discussion
Date: October 28, 2019

Recommended Action:
Staff recommends continued discussion of the FY 2020-21 Proposed Budget.

Council Action:
For Discussion

Summary:
The 2020-21 Proposed Budget document was released on the City's website on October 4, 2019. The budget and supporting summary documents can be found at www.cityofevanston.org/budget.

Staff gave a presentation on the Proposed Budget at the City Council meeting on October 14, 2019. Staff has prepared budget memos on questions raised by members of Council during that meeting. These memos can also be found at www.cityofevanston.org/budget, in the section titled Budget Memos.

The City Council also held a public hearing on the 2020 Proposed Budget on Saturday, October 26, from 9 a.m.-12 p.m. at the Morton Civic Center. A presentation was made at that time on the proposed budget for capital improvements for 2020. That presentation can also be found on the budget website, in the section titled Budget Presentations.

Staff will not present new information on the budget during the October 28 City Council meeting. Council members may discuss any aspect of the proposed budget and make requests for further budget memos to be prepared in the coming weeks.

The 2020 budget ordinance and 2019 tax levy ordinances will be introduced to City Council on November 11, 2019 with anticipated adoption on November 25, 2019.
### SPECIAL CITY COUNCIL MEETING

**CITY OF EVANSTON, ILLINOIS**  
**LORRAINE H. MORTON CIVIC CENTER**  
**JAMES C. LYTLE COUNCIL CHAMBERS**  
**Monday, September 30th, 2019**

<table>
<thead>
<tr>
<th>Present:</th>
<th>Absent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alderman Fiske</td>
<td>Alderman Wynne</td>
</tr>
<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Suffredin</td>
</tr>
<tr>
<td>Alderman Wilson</td>
<td>(2)</td>
</tr>
<tr>
<td>Alderman Rue Simmons</td>
<td>(7)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Presiding:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Stephen Hagerty</td>
</tr>
</tbody>
</table>

Devon Reid  
City Clerk
Mayor’s Public Announcements

Mayor Hagerty had no announcements

City Manager’s Public Announcements

City Manager Erika Storlie had no announcements.

City Clerk’s Communications

City Clerk had no announcements.

Public Comment

Virginia Mann  Said the strip on Howard St. has been drastically transformed in the years since she's lived in the area. It has become a destination for many residents both in Evanston and Chicago to visit. There is currently a vacant property on Howard St. that continues to deteriorate and encourages City Council to help revitalize the property.

Mike Vasilko  Opposed the application for the vacant property located at 611-21 Howard Street. Said the tax breaks being given will only impact the residents of Evanston. He asked City Council to hold a discussion on the agenda item and set a future date for action.

Jackie Prince  Thanked Connections for the Homeless and City staff for helping her with finding housing. Said there are still many people in Evanston who are homeless and are suffering from mental illness who need housing assistance. She asked City Council to play a proactive role in helping homeless people find housing.

Jeannie Sanke  Voiced her support for the application to the vacant property located at 611-21 Howard Street.

Bennett Johnson  Concerned that the development projects happening in Evanston are not hiring local contractors or residents. Wants changes to be made on how contracts are awarded to local residents and contractors.
Mary Rosinski  Informed City Council to expect information to be sent to them regarding the NU text amendment. Hopes City Council will read the packet before deliberating the proposed NU text amendment. Believes there will be potential loss in property and sales taxes because of expected Northwestern University events. He would like to see job training opportunities given to residents of Evanston in order to better their lives.

Yvi Russell  Read a verbatim record from the 1996 ZBA (Zoning Board of Appeals) meeting relating to Northwestern University basketball event traffic jam impact on the neighborhood.

Doreen Price  Talked about Northwestern University, Robert Crown, reparations, Health Department and the city budget.

Ken Proskie  Shared his experience of how traffic at the Welsh-Ryan arena affected him and the Hogeye Music business. He said his usual 3-minute drive to Hogeye Music would turn into 45 minutes during events being played at the Welsh-Ryan Arena. Eventually, he stopped visiting Hogeye Music for my guitar lessons because of the traffic inconvenience. This caused Hogeye Music to lose his business and says the owner is unhappy with the proposed text amendment.

**Special Order of Business**

(SP1) Resolution 94-R-19, Endorsing the Application of 619 H, LLC to the Cook County Assessor for Class 7a Status Designation for Commercial Development of the Vacant Property Located at 611-21 Howard Street

City Council adopted Resolution 94-R-19, "Endorsing the Application of 619 H, LLC) to the Cook County Assessor for Class 7a Status Designation for Commercial Development of the Vacant Property Located at 611-21 Howard Street, Evanston, Illinois."

**For Action**

Passed 5-2 Ald.  Fiske and Fleming voted “No”
Call of the Wards

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>2</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>3</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>4</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>5</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>6</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>7</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>8</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>9</td>
<td>No Report</td>
<td>Watch</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 pursuant to 5 ILCS 120/2(a) to discuss an agenda item regarding self-evaluation, practices, and procedures or professional ethics. This agenda item is a permitted subject to be considered in Executive Session and is an enumerated exception under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(16). A roll call vote was taken and by a unanimous vote (7-0) City Council recessed into Executive Session.
Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Absent:

(9)

Presiding: Mayor Stephen Hagerty

Devon Reid
City Clerk
Mayor’s Public Announcements

Mayor Hagerty Announcements:

- First Congregational Church of Evanston Celebrating 150 Years
- National Community Planning Month – October 2019
- American Planning Association Award - Illinois Chapter for the Fountain Square Project

City Manager’s Public Announcements

City Manager Erika Storlie Announcements:

- Budget hearing on Saturday, October 26, 2019, at 9:00 a.m.

City Clerk’s Communications

City Clerk had no announcements.

Public Comment

James Engelman  He asked City Council to accept the contracts for the Fleetwood-Jourdain Center because he misses visiting there.

Peter Miller  Asked City Council to uphold the judgment of the Preservation Commission to deny a Certificate of Appropriateness for 2404 Ridge Avenue. He said by not supporting the position of the Preservation Commission would send a message to other parties to ignore the Preservation Commission. Said the developer has been brought to the current circumstances by his own actions and urges City Council to hold him responsible.

Mike Vasilko  Would like to see town hall-style meetings to be held to discuss the city budget. Wants City Council to revisit which firm to select to conduct the search for a new City Manager. Asked City Council to not “sell out” the community surrounding the Welsh-Ryan Arena. Believes there would be ample money to fund reparations in Evanston if the City had not wasted resources on various projects.
Brad Gluszewski informed City Council of numerous safety hazards in his apartment complex that continues to not be resolved despite several attempts to ask city staff and officials to help find a solution.

Carlis B. Sutton expressed his concerns over Ordinance 79-O-19. He said the Ordinance should not have left the Committee. He wants to continue to work with the city to establish positive and constructive practices.

Beth Stare wanted to inform City Council of recent activities happening at the Ridgeville Park District. She is part of a group (Ridgeville United) that is helping problem-solve current Ridgeville practices that have the potential for negative impact.

Betty Ester stated that efforts by community members to create a citizen board to review police brutality have not happened, despite there still being incidents against community members.

Ray Friedman thanked Ald. Simmons for holding a ward meeting about zoning and possible projects in the 5th Ward. Also thanked Ald. Revelle and Ald. Suffredin for holding a joint ward meeting to discuss safety. Wants to know when residents will have a budget discussion with all City Council members.

Pricilla Giles called for affordable housing to be built in Evanston.

Barbara Janes shared her ideas on how to generate revenue for the city. She suggested making Lincoln Street Beach a dog beach in order to create revenue. This will not only generate revenue for the city, but it will also increase the quality of life for many residents.

Katherine Gotsick, Executive Director of the Main-Dempster Mile who read a statement on behalf of one of the merchants located at the Main-Dempster Mile pertaining to parking permits for small business owners.

Jerry Jacover opposed the NU text amendment proposal. Said the matter regarding Northwestern has been presented to many previous City Councils and Boards and the results have been the same. Asked City Council to review the numerous records showing opposition to the text amendment.

Judi Jacover, wife of Jerry Jacover who has volunteered for various organizations in Evanston. Said her husband and her have tolerated the noise, traffic and distribution that happened during a Northwestern event in order to enjoy their neighborhood, but there still continues to be problems during events.

Yvi Russell voiced her opposition to the proposed Northwestern University text amendment.
Alan P. Salmi

Echoed the concerns shared by fellow neighbor Brad Gluszewski of their apartment complex at 1570 Oak Ave. Said there are several issues that have not been addressed at his apartment building and asked the City Council to enforce their city codes.

Doreen Price

Would like to see a transparent process in the hiring for the next City Manager. Believes the candidate should be a reflection of the Evanston community. Wants to see a Commission formed to help lead the equity initiative.

Rick Sweitzer

Requested the removal of agenda item SP1 relating to the Certificate of Appropriateness for 2404 Ridge Avenue because he believes it was unjustified.

Darleen Cannon

Claimed that parking tickets inappropriately impact residents who tend to be African-American and do not have the resources to pay parking tickets. Doesn’t want residents to be further penalized for not paying parking tickets in a timely manner. She is in support of rejecting Ordinance 79-O-19 because it does not serve the residents as written and believes it will not improve equity in Evanston. Would like to see a budget meeting where residents are able to ask questions and have city staff respond to their concerns.

Kenneth Proskie

Bought his home in 1985 in the 7th Ward in good faith after having a conversation with Northwestern University staff pertaining to the events hosted at the Welsh-Ryan Arena. NU staff assured him he wouldn’t have to worry about major commercial events happening at the venue and he should move forward with the purchase of his home. After buying his home he has seen bigger events being held at the arena and is simply asking City Council to uphold the zoning ordinances.
Special Order 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
Failed 8-1
Ald. Fleming voted “Yes”

(SP2) Presentation of the 2020-21 Proposed Budget

Staff recommends that the City Council review and discuss the 2020-21 Proposed Budget.

For Discussion
Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of September 16, 2019 and September 23, 2019

For Action
Approved 9-0

Motion: Ald. Braithwaite

(A1) Payroll – September 2, 2019 through September 15, 2019
$ 2,766,427.14

Payroll – September 16, 2019 through September 29, 2019
$ 2,768,963.58

For Action
Approved on Consent Agenda

(A2) Bills List – October 15, 2019 $9,013,418.56
Credit Card Transactions for Period Ending August 26, 2019 $ 191,132.89

For Action
Approved on Consent Agenda

(A3) Amazon Credit Card Activity – Period Ending August 26, 2019 $2,885.63

For Action
Passed 8-1-0
Ald. Suffredin abstained

(A4) Single Audit Report for the Fiscal Year Ending December 31, 2018

City Council reviewed and placed on file the Single Audit report for the fiscal year ending December 31, 2018.

For Action: Accept and Place on File
Approved on Consent Agenda

(A5) Contract Award with Fambro Management, LLC for the City of Evanston Chess Camps at the Chandler-Newberger Community Center

City Council authorized the City Manager to execute an agreement with Fambro Management, LLC dba Chess Scholars and Afternoon Enrichment Solutions (1292 Barclay Blvd., Buffalo Grove, IL 60089) for the
City of Evanston Chess Camps run by Chandler-Newberger Community Center. The contract 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 100.30.3035.53565 and instruction expenses are paid from 100.30.3035.62505. Compensation for the vendor is not to exceed $350.00 per week/per child. In 2018 and 2019 revenues collected totaled $56,008.77. The City’s share of net revenue came to $16,802.63. The vendor and City have the mutual option to agree on a new minimum fee per class each fiscal year. Vendor compensation will remain the same through the term of the entire contract.

For Action
Approved on Consent Agenda


City Council approved the event application from Vintage Promotions LLC for use of the 5th floor level of the Maple Avenue Self-Parking Garage on Sunday, May 17, July 19, and September 13, 2020, from 10 a.m. to 5 p.m., to host a Vintage Garage Sale, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. Costs for City services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. The license agreement fee for their use of the Maple Avenue Garage is $1,500 per event, for a total fee of $4,500 which will be deposited into the Maple Parking Garage Business Unit (Account 505.19.7037.53510).

For Action
Approved on Consent Agenda

(A7) Approval of the Purchase of a Replacement Asphalt Truck from Currie Motors Fleet for the Public Services Bureau

City Council approved the purchase of a 2019 Ford F-450 Chassis 4x4 SD Super Cab with a service body from Currie Motors Fleet (10125 W. Laraway, Frankfort, IL 60423) in the amount of $96,864 for Public Services Bureau of the Public Works Agency. The vehicle is being purchased through the Suburban Purchasing Cooperative. Funding for the purchase of this vehicle will be from the FY 2020 Equipment Replacement Fund (Account 601.19.7780.65550).

For Action
Approved on Consent Agenda
(A8) Approval of a Contract with Standard Equipment Company for Emergency Repairs to Vactor Truck #954

City Council approved payment in the amount of $21,949.15 to Standard Equipment Company (635 W. Lake Street, Elmhurst, IL 60126) for emergency repairs previously performed on Vactor Truck #954. Vactor #954 is used by the Public Service Bureau of the Public Works Agency, specifically for sewer purposes, and is critical to continue necessary operations throughout the City. Funding will be from the Materials to Maintain Autos - Fleet Fund (Account 600.19.7710.65060) with a budget of $1,050,000, and a YTD balance of $190,061.64.

For Action
Approved on Consent Agenda

(A9) Approval of a Sole-Source Purchase of Dell Server, Storage and Virtualization Software for the Robert Crown Community Center, Ice Complex and Library

City Council authorized the City Manager to execute an order with Dell Computer Corp. (P.O. Box 802816, C/O Dell USA L.P., Chicago, IL 60680-2816) for the purchase of a host server, solid-state storage, and virtualization software as part of the Robert Crown Community Center, Library and Ice Complex project. The total cost of this one-time expense is $54,895.29. This is a sole source purchase and is spread across three quotes. Funding for this purchase will be from the Crown Construction Fund (Account 416.40.4160.65555 - 616017).

For Action
Approved on Consent Agenda

(A10) Approval of a Sole-Source Purchase of Computer Hardware from Dell Computer Corp. for the Robert Crown Community Center, Ice Complex and Library

City Council authorized the City Manager to execute an order with Dell Computer Corp. (P.O. Box 802816, C/O Dell USA L.P., Chicago, IL 60680-2816) for the purchase of Dell Desktop Personal Computers and Zero Clients for Virtual Desktop Infrastructure as part of the Robert Crown Community Center, Library and Ice Arena project. The total cost of this one-time expense is $20,232.82. This is a sole-source purchase spread across three quotes. Funding for this purchase will be from the Crown Construction Fund (Account 416.40.4160.65555 - 616017).

For Action
Approved on Consent Agenda
(A11) **Approval of the Purchase of Cisco Network Infrastructure Appliances, Licensing, and Support for the Robert Crown Community Center, Ice Complex and Library**

City Council authorized the City Manager to execute an order with Heartland Business Systems (5400 Patton Drive Unit B, Lisle, IL 60532) for the purchase of Cisco Network Infrastructure Appliances, Licensing and Support Agreements as part of the Robert Crown Community Center project. The total cost of this one-time expense is $92,565.27. Funding for this purchase will be from the Crown Construction Fund (Account 416.40.4160.65555 - 616017).

*For Action*

Approved on Consent Agenda

(A12) **Approval of the Purchase of Trees from Suburban Tree Consortium for Fall Planting**

City Council authorized the City Manager to execute a contract award for the purchase of 169 trees from Suburban Tree Consortium (STC) in the amount of $33,420.20. Most of the trees will be planted by Forestry employees, and some will be planted as part of the tree planting contract with Herrera Landscape and Snow Removal approved by City Council on April 22, 2019. Funding for this purchase is provided in the corresponding transmittal memorandum.

*For Action*

Approved on Consent Agenda

(A13) **Contract Award with Kimley-Horn & Associates to Provide Phase I Engineering Services for the Green Bay Road Corridor Improvement Project**

City Council authorized the City Manager to execute a contract to provide Phase I Engineering Services for the Green Bay Road Corridor Improvement Project with Kimley-Horn & Associates (1001 Warrenville Road, Suite 350, Lisle, IL 60532) in the amount of $327,671. This project will be funded from the City’s Capital Improvement Program (CIP) 2019 General Obligation Bonds (Account No. 415.40.4119.62145 - 419025). This project was not originally budgeted in FY 2019, but funding is available from the delay in the Central Street Bridge project.

*For Action*

Approved on Consent Agenda
(A14) Contract Award with Raths, Raths & Johnson, Inc. for the Fleetwood Jourdain Gym Floor Investigation Project

City Council authorized the City Manager to execute a single-source contract for consulting services for the Fleetwood-Jourdain gym floor investigation with Raths, Raths, & Johnson, Inc. (500 Joliet Road, Suite 200, Willowbrook, Illinois 60527) in the amount of $26,600. Funding is available from the 2019 General Obligation Bonds, Facilities Contingency (Account 415.40.4119.62145 – 619024), which has an FY 2019 budget of $384,000 with a remaining balance of $89,396.

For Action
Approved on Consent Agenda

(A15) Contract Award with Forward Space for the Purchase of Furniture, Fixtures and Equipment for the Robert Crown Community Center Ice Complex and Library

City Council approved miscellaneous fixtures and equipment purchases for the Robert Crown Community Center, Ice Complex and Library from Forward Space (1142 N. North Branch Street, Chicago, IL 60642) in the amount of $193,117.17. Funding for this purchase will be provided from the Crown Construction Fund (Account 416.40.4160.65515 – 616017). The current Furniture, Fixtures and Equipment (FFE) budget for this project is $910,000 of which $448,527.31 has been committed.

For Action
Approved on Consent Agenda

(A16) Change Order No. 1 with Bulley & Andrews for the Construction Manager Services at the Robert Crown Community Center Ice Complex and Library

City Council authorized the City Manager to approve Change Order No.1 for construction management services for the Robert Crown Community Center, Ice Complex and Library with Bulley & Andrews (1755 W. Armitage Avenue, Chicago, IL, 60622). This change order will not result in an increase or decrease to the existing contract price. This change order increases the contract time to complete the building portion of the project by 32 calendar days for the ice rinks and 53 calendar days for the lobby, library, and gymnasium. Funding for this project is provided from the Robert Crown Construction Fund (Account 416.40.4160.65515 – 616017).

For Action
Approved on Consent Agenda
**Change Order No. 1 with Bodala, LLC dba Central Rug and Carpet for the Contract for the Fleetwood-Jourdain Interior Renovation**

City Council authorized the City Manager to execute Change Order No. 1 to the contract for the Fleetwood-Jourdain Interior Renovation (RFP 19-13) with Bodala, LLC dba Central Rug and Carpet (3006 Central Street, Evanston, Illinois) in the amount of $52,349. This will increase the overall contract amount from $599,000 to $651,349. There is no time extension associated with this change order. Funding will be provided from the Capital Improvement Fund 2019 General Obligation Bonds (415.40.4119.65515 – 618008). This change order will exceed the project budget, but funding is available from savings in the execution of the Lovelace Tennis Court Rehabilitation, which had an FY 2019 budget of $250,000 and has $126,000 remaining.

**For Action**
Approved on Consent Agenda

**Change Order No. 1 with Schroeder and Schroeder, Inc for the 2019 Alley Improvements Contract B and 2019 CDBG Park Improvements Project**

City Council authorized the City Manager to execute Change Order No. 1 to the Contract for the 2019 Alley Improvements Contract B and 2019 CDBG Park Improvements (Bid No. 19-37) with Schroeder and Schroeder Inc. (7306 Central Park, Skokie, IL 60076) in the amount of $41,800. Funding will be provided from the Capital Improvement Fund 2019 General Obligation Bonds (Account No. 415.40.4119.65515 – 519009) from the Parks Contingency account, which has an FY2019 budget of $75,000 with $62,915 remaining.

**For Action**
Approved on Consent Agenda

**Resolution 51-R-19, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Evanston/Skokie School District No. 65 to Cost Share for a Broadcast Operations Specialist to Broadcast Meetings for Both Public Bodies**

City Council adopted Resolution 51-R-19, “Authorizing the City Manager to Execute an Intergovernmental Agreement with the Evanston/Skokie School District No. 65 to Cost Share for a Broadcast Operations Specialist to Broadcast Meetings for Both Public Bodies”. This intergovernmental agreement outlines compensation to the City for services provided by the City’s Broadcast Operations Specialist to District 65. It also provides a framework for duties undertaken by this employee to support broadcasting
of the District 65 Board meetings.

**For Action**
Approved on Consent Agenda

(A20) **Resolution 95-R-19, Authorizing the City Manager to Enter into a Twelve Month Lease Agreement for the Apartment Located at 1223 Simpson Street**

City Council adopted Resolution 95-R-19, authorizing the City Manager to execute a lease between the City of Evanston and Michael Velasquez and Yaridssa Cruz and their three minor children for 12 months beginning November 1, 2019 through October 30, 2020 for the apartment located at 1223 Simpson Street.

**For Action**
Approved on Consent Agenda

(A21) **Ordinance 100-O-19, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program**

City Council approved Ordinance 100-O-19 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program for the construction of the Large Diameter Sewer Rehabilitation - Greenleaf. This ordinance authorizes the City to borrow up to $1,700,000. The debt service will be paid from the Sewer Fund. A copy of the long-term sewer fund analysis is attached that includes this loan and the debt service for repayment.

**For Introduction**
Approved on Consent Agenda

(A22) **Ordinance 112-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B) “Parking Zones” Adding Paid Parking to Greenwood Street between Chicago Avenue and Sherman Avenue**

City Council adopted Ordinance 112-O-19, amending City Code Section 10-11-12 XII(B) “Parking Zones”, which will convert Greenwood Street from Chicago Avenue to Sherman Avenue to a paid parking zone.
(A23) **Ordinance 113-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B) “Parking Zones”**

City Council adopted Ordinance 113-O-19 amending City Code Section 10-11-12 XII(B) “Parking Zones” adding paid parking South Boulevard from Chicago Avenue east to the driveway of 516 South Boulevard (approximately 4-5 spaces).

**For Introduction**
Approved on Consent Agenda

(A24) **Ordinance 116-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(A) “Parking Zones” Adding Paid Parking to Sherman Avenue**

City Council adopted Ordinance 116-O-19, amending City Code Section 10-11-12 XII(A) “Parking Zones” to add paid parking on Sherman Avenue from the alley north of Main Street to the alley south of Washington Street.

**For Introduction**
Approved on Consent Agenda

(A25) **Ordinance 128-O-19, Amending Title 10, Chapter 4, Section 5, Schedule 2 “Parking in Predominantly Residential Areas”**

City Council adopted Ordinance 128-O-19, amending City Code Section 10-4-5-2 “Parking in Predominantly Residential Areas” to allow for a businesses in the Main-Dempster Mile Business District to receive a Small Business Parking Permit. The permit would allow for the licensee of a small business to park one vehicle in a Residential Parking District EVS(E-1), C or F at the rate of $50 per month. Staff will evaluate the permit in six months to determine next steps.

**Motion to refer the item back to the Transportation and Parking Committee.**
Passed 9-0

**For Introduction**
Item referred back to the Transportation and Parking Committee.

(A26) **Ordinance 130-O-19, Increasing the Number of Class D Liquor Licenses for Kokomo Cuisine Inc, d/b/a Kokomo, 1639 Orrington Avenue**

City Council adopted Ordinance 130-O-19, amending Class D Liquor License from fifty-five (55) to fifty-six (56) for Kokomo Cuisine Inc, d/b/a Kokomo, 1639 Orrington Avenue, Evanston, IL 60201.
Motion to suspend the Rules for Introduction and Action
Passed 9-0

For Introduction and Action
Passed 9-0

(A27) Ordinance 131-O-19, Increasing the Number of Class D Liquor Licenses for Zipaktli LLC d/b/a Zentli, 1813 Dempster Avenue

City Council adopted Ordinance 130-O-19, amending Class D Liquor License from fifty-six (56) to fifty-seven (57) for Zipaktli, LLC d/b/a Zentli, 1813 Dempster Avenue, Evanston, IL 60201.

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

For Introduction and Action
Passed 9-0

(A28) Ordinance 132-O-19, Increasing the Number of Class D Liquor Licenses for Geil Lessee LLC d/b/a Hearth Restaurant, 1625 Hinman Avenue

City Council adopted Ordinance 130-O-19, amending Class D Liquor License from fifty-seven (57) to fifty-eight (58) for Hearth Restaurant, 1625 Hinman Avenue, Evanston, IL 60201.

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

For Introduction and Action
Passed 9-0

(A29) Ordinance 133-O-19, Increasing the Number of Class D Liquor Licenses for Sea Ranch Inc, d/b/a Sea Ranch Sushi Evanston, 518 Dempster Avenue

City Council adopted Ordinance 130-O-19, amending Class D Liquor License from fifty-eight (58) to fifty-nine (59) for Sea Ranch Inc, d/b/a Sea Ranch Sushi Evanston, 518 Dempster Avenue, Evanston, IL 60202.

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

For Introduction and Action
Passed 9-0
(A30) **Ordinance 92-O-19, Amending Portions of City Code Title 10, to Permit EBikes and Implement Requirements for Bike Share Companies Operating in Evanston**

City Council adopted Ordinance 92-O-19, amending portions of City Code Title 10, to permit low speed electric bicycles (e-bikes). Concurrently staff recommends further amending portions of City Code Title 10 to implement requirements for bike share companies operating bicycles, including e-bikes, in Evanston.

**Motion to amend text located at the end of Section 2 (B)(2) to read “Class 1 and Class 2 low-speed bicycles as defined by City Code Section 10-1-9 are exempt from this subsection” and strike from the record Section 2 (B)(5).**

Passed 9-0

For Introduction
Passed 9-0 as amended

(A31) **Ordinance 96-O-19, Amending City Code Section 4-2-2 to Update Gender Neutral Restroom Requirements**

City Council adopted Ordinance 96-O-19, amending City Code Section 4-2-2 to update Gender Neutral Restroom Requirements to reflect recent updates to State law.

For Introduction and Action
Approved on Consent Agenda

(A32) **Ordinance 120-O-19, Amending Portions of the City Code to Correct Hotel, Motel, Bed and Breakfast Establishment Tax Due Dates and Late Fees Assessed**

City Council adopted Ordinance 120-O-19, amending portions of the City Code to correct hotel, motel, bed and breakfast establishment tax due dates and late fees assessed to be monthly on the 20th of the subsequent month in which the taxable activity occurred, and a standard 10% late fee per month. This will standardize this tax collection with all other home rule taxes. Staff requests suspension of the rules for Introduction and Action by City Council on October 14, 2019.

For Introduction and Action
Approved on Consent Agenda
(P1) **Ordinance 126-O-19, Allowing Cannabis Dispensaries in Certain Zoning Districts**

City Council approved a text amendment to the Zoning Ordinance to create a definition for a cannabis dispensary business, establish applicable general provisions for cannabis dispensaries, including a 1500-foot separation requirement between dispensaries and a 750-foot separation requirement from schools, and amend the special uses in the Business, Commercial, Downtown, Research Park, and Special Purpose and Overlay zoning districts.

For Introduction

Approved on Consent Agenda

(P2) **Ordinance 127-O-19 Granting a Map Amendment at 951-1125 Howard Street to Rezone from the C1 Commercial District to the B2 Business District**

City Council adopted Ordinance 127-O-19 granting a map amendment to rezone the properties located at 951-1125 Howard St. from the current C1 Commercial District to the B2 Business District. The request meets the standards for a map amendment.

For Introduction

Approved on Consent Agenda

(P3) **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**

City Council adopted 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 Action**
Approved on Consent Agenda

(P4) Ordinance 106-O-19, Granting a Special Use Permit for “Doggy” Daycare Center – Domestic Animal, and Kennel at 1245 Hartrey Avenue

City Council adopted Ordinance 106-O-19 granting special use approval for a “Doggy” 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 Action**
Approved on Consent Agenda

(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

City Council adopted 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 Action**
Approved on Consent Agenda

(O1) Approval to Provide Funding for the Howard Street Lights Project

City Council approved to provide funding through the Howard-Ridge TIF for the installation of tree lights in early November, and removal by early April for a total of $9,750.40. Staff recommends utilizing the Howard-Ridge TIF Other Improvements Account (330.99.5860.65515).

**For Action**
Approved on Consent Agenda
Call of the Wards

Ward 1: Invited residents to attend and share their comments on condo reconversion at the next Planning & Development meeting.

Ward 2: Ward meeting on October 17, at 7 p.m., at District 65 office. Residents will have the opportunity to meet judicial candidates, information session on immigration and hear a discussion about the cannabis industry. Neighborhood clean up from October 18-21. There will be a community meeting on October 22 for an update on Harbert Park. There will be a budget meeting on November 17.

Ward 3: Ward meeting on October 26, starting at 7 p.m. at Lincoln School

Ward 4: Will be working with staff to place a development proposal on the agenda for the next 4th Ward meeting.

Ward 5: Congratulated Pastor Zollie Webb of the Friendship Baptist Church of Evanston for 37 years of extraordinary commitment to the community.

Ward 6: Ward meeting on Thursday, October 17, 6 p.m., at Willard School, to discuss The Salvation Army's Special Use request to reoccupy the property at 2715 Hurd Ave., formerly Second Church of Christ, Scientist.

Ward 7: Condo reconversion discussing will take place at a future Planning & Development meeting.

Ward 8: Ward meeting on Wednesday, October 16, at 7 p.m., at the Levy Center, to discuss the city budget. Also congratulated Pastor Zollie Webb. Took a moment to address a comment made by a public speaker during citizen comment.

Ward 9: Thanked city staff and residents who attended the ward meeting over the weekend and had a fruitful discussion about the budget. Thanked Ozinga, the Northwestern community and Lewis-Sebring Family Foundation for helping rebuild the pavement of the outside basketball court at Chute Middle School.

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 pursuant to 5 ILCS 120/2(a) to discuss agenda items regarding personnel and litigation. These agenda items are permitted subject to be considered in Executive Session and are an enumerated exception under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(1)(11). A
roll call vote was taken and by a unanimous vote (9-0) City Council recessed into Executive Session.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Hitesh Desai, Chief Financial Officer
CC: Tera Davis, Accounts Payable Coordinator
Subject: City of Evanston Payroll and Bills
Date: October 28, 2019

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

Council Action:
For Action

Summary:
Payroll – September 30, 2019 through October 13, 2019 $2,710,951.89
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – October 29, 2019 $6,362,250.76

General Fund Amount – Bills list $521,050.14
Advanced Checks -
   $5,317.00
   $526,367.14

TOTAL AMOUNT OF BILLS LIST & PAYROLL $9,073,202.65

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

Attachments:
Bills List

Attachments:
10.29.2019 BILLS LIST FY19
## CITY OF EVANSTON

### Bills List

**Period Ending 10.29.2019**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Vendor Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copying Services - Copying Charges</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$18.60</td>
</tr>
<tr>
<td>Business Unit 1400 - City Clerk</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$200.00</td>
</tr>
<tr>
<td>Department 14 - City Clerk</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$1,169.26</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$54.76</td>
</tr>
<tr>
<td>Department 16 - City Manager's Office</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$23,775.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$58.96</td>
</tr>
<tr>
<td>Business Unit 1505 - City Manager</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$24.43</td>
</tr>
<tr>
<td>Business Unit 1505 - City Manager</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$200.00</td>
</tr>
<tr>
<td>Total</td>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$547.25</td>
</tr>
</tbody>
</table>

### Accounts Payable by G/L Distribution

| Payment Date Range: 10/29/2019 - 10/29/2019 |

#### Bill 100 - General Fund

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Data</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>000001</td>
<td>Copying Services - Copying Charges</td>
<td>10/29/2019</td>
<td>$18.60</td>
</tr>
<tr>
<td>000002</td>
<td>Business Unit 1400 - City Clerk</td>
<td>10/29/2019</td>
<td>$200.00</td>
</tr>
<tr>
<td>000003</td>
<td>Department 14 - City Clerk</td>
<td>10/29/2019</td>
<td>$1,169.26</td>
</tr>
<tr>
<td>000004</td>
<td>Office Supplies</td>
<td>10/29/2019</td>
<td>$54.76</td>
</tr>
<tr>
<td>000005</td>
<td>Department 16 - City Manager's Office</td>
<td>10/29/2019</td>
<td>$23,775.00</td>
</tr>
<tr>
<td>000006</td>
<td>Office Supplies</td>
<td>10/29/2019</td>
<td>$58.96</td>
</tr>
<tr>
<td>000007</td>
<td>Business Unit 1505 - City Manager</td>
<td>10/29/2019</td>
<td>$24.43</td>
</tr>
<tr>
<td>000008</td>
<td>Office Supplies</td>
<td>10/29/2019</td>
<td>$10.99</td>
</tr>
<tr>
<td>000009</td>
<td>Business Unit 1505 - City Manager</td>
<td>10/29/2019</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Total: $547.25
100 GENERAL FUND

CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 10.29.2019

Payment Date Range 10/29/19 - 10/29/19

Vendor

Invoice Description

Account 64505 - TELECOMMUNICATIONS
154298 - CALL ONE

COMMUNICATION CHARGES

Business Unit 1941 - PARKING ENFORCEMENT & TICKETS
Account 62451 - TOWING AND BOOTING CONTRACTS
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING

BOOT 10/10/19
BOOT 10/11/19
BOOT 10/5/19
BOOT 10/4/19
BOOT 10/3/19
RE-LO 10/2/19
RE-LO 10/2/19
RE-LO 10/2/19
RE-LO 10/2/19
RE-LO 10/2/19
RE-LO 10/1/19
RE-LO 10/1/19
RE-LO 10/1/19
RE-LO 10/1/19

Account 64005 - ELECTRICITY
101143 - COMED
101143 - COMED
101143 - COMED

UTILITIES: COMED
UTILITIES: COMED
UTILITIES: COMED

Account 64540 - TELECOMMUNICATIONS - WIRELESS
14093 - VERIZON NETWORKFLEET, INC.

AVL TRACKERS

Business Unit 1950 - FACILITIES
Account 62225 - BLDG MAINTENANCE SERVICES
101960 - FOX VALLEY FIRE & SAFETY
120286 - JOHNSON CONTROLS FIRE PROTECTION LP
101788 - SCHNEIDER ELECTRIC BUILDINGS AMERICA
101788 - SCHNEIDER ELECTRIC BUILDINGS AMERICA
12792 - UNIFIRST CORPORATION
15649 - FUTURITY 19, INC.
Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.

Accounts Payable by G/L Distribution
Report
Invoice Date

Payment Date

Invoice Amount

10/15/2019
Account 64505 - TELECOMMUNICATIONS Totals
Business Unit 1932 - INFORMATION TECHNOLOGY DIVI. Totals

10/29/2019
1
9

14,017.70
$14,017.70
$38,508.50

10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
Account 62451 - TOWING AND BOOTING CONTRACTS Totals

10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
14

75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
75.00
$1,050.00

10/01/2019
09/27/2019
08/28/2019
Account 64005 - ELECTRICITY Totals

10/29/2019
10/29/2019
10/29/2019
3

34.69
260.64
267.16
$562.49

09/01/2019
Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals
Business Unit 1941 - PARKING ENFORCEMENT & TICKETS Totals

10/29/2019
1
18

132.65
$132.65
$1,745.14

FIRE ALARM SYSTEM SERVICE
07/08/2019
CIVIC CENTER FIRE PROTECTION SERVICE JUL 2019-AUG 2020
08/29/2019
DEMPSTER BEACH HOUSE NEW HVAC CONTROLLER
09/26/2019
GIBBS MORRISON NEW HVAC CONTROLLER
09/26/2019
MATS FOR CIVIC CENTER
10/01/2019
REPAIR TO 2ND FLOOR CEILING AT FIRE HOUSE 2
10/13/2019
Account 62225 - BLDG MAINTENANCE SERVICES Totals

10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
6

234.00
6,056.40
4,280.00
5,860.00
195.29
1,250.00
$17,875.69

COPYING SERVICES - COPYING CHARGES

10/03/2019
Account 62380 - COPY MACHINE CHARGES Totals

10/29/2019
1

37.96
$37.96

2019 BOILER CHEMICALS
10/08/2019
2019 HVAC BAS FOR MULTIPLE FACILITIES
10/09/2019
AVL TRACKERS
09/01/2019
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals

10/29/2019
10/29/2019
10/29/2019
3

1,120.50
6,986.50
276.90
$8,383.90

ALARM SERVCIES
10/03/2019
ANIMAL SHELTER QUARTERLY CHARGES ALARM SERVICES
10/06/2019
Account 62518 - SECURITY ALARM CONTRACTS Totals

10/29/2019
10/29/2019
2

200.00
176.97
$376.97

Account 64005 - ELECTRICITY
101143 - COMED
101143 - COMED
101143 - COMED
101143 - COMED

UTILITIES: COMED
UTILITIES: COMED
UTILITIES: COMED
UTILITIES: COMED

10/01/2019
09/27/2019
10/07/2019
09/27/2019
Account 64005 - ELECTRICITY Totals

10/29/2019
10/29/2019
10/29/2019
10/29/2019
4

143.21
119.06
4,585.27
37.29
$4,884.83

Account 64015 - NATURAL GAS
103744 - NICOR
103744 - NICOR
103744 - NICOR
103744 - NICOR

UTILITIES: NICOR
UTILITIES: NICOR
UTILITIES: NICOR
UTILITIES: NICOR

09/27/2019
09/04/2019
09/04/2019
09/10/2019
Account 64015 - NATURAL GAS Totals

10/29/2019
10/29/2019
10/29/2019
10/29/2019
4

35.28
175.71
460.83
144.68
$816.50

Account 65025 - FOOD
103195 - MARK VEND COMPANY

COFFEE FOR CIVIC CENTER MEETING SET UP

06/25/2019
Account 65025 - FOOD Totals

10/29/2019
1

140.62
$140.62

Account 65040 - JANITORIAL SUPPLIES
10546 - SUPERIOR INDUSTRIAL SUPPLY

JANITORIAL SUPPLIES

10/09/2019
Account 65040 - JANITORIAL SUPPLIES Totals
Business Unit 1950 - FACILITIES Totals
Department 19 - ADMINISTRATIVE SERVICES Totals

10/29/2019
1
22
54

43.98
$43.98
$32,560.45
$74,628.85

Department 21 - COMMUNITY DEVELOPMENT
Business Unit 2105 - PLANNING & ZONING
Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.
105654 - XEROX CORP.

COPYING SERVICES - COPYING CHARGES
COPYING SERVICES - COPYING CHARGES

10/04/2019
10/04/2019
Account 62380 - COPY MACHINE CHARGES Totals
Business Unit 2105 - PLANNING & ZONING Totals

10/29/2019
10/29/2019
2
2

16.80
37.96
$54.76
$54.76

10/16/2019
Account 62190 - GRAFFITI REMOVAL SERVICES Totals

10/29/2019
1

643.20
$643.20

09/01/2019
Account 62236 - SOFTWARE MAINTENANCE Totals

10/29/2019
1

151.60
$151.60

AIRFARE - GERDES TO EVANSTON - OFFICE AND SITE VISITS
10/16/2019
CONTINUING ED - KEN MARTENS - PLUMBING INSPECTOR
10/16/2019
Account 62295 - TRAINING & TRAVEL Totals

10/29/2019
10/29/2019
2

281.60
240.00
$521.60

ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION
ELEVATOR INSPECTION

10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
10/16/2019
Account 62425 - ELEVATOR CONTRACT COSTS Totals

10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10/29/2019
10

50.00
100.00
50.00
50.00
50.00
50.00
50.00
50.00
50.00
50.00
$550.00

INSPECTION AND PLAN REVIEW CONSULTING SERVICES
10/16/2019
INSPECTION AND PLAN REVIEW CONSULTING SERVICES
10/16/2019
Account 62464 - PLUMB, ELEC, PLAN REVEIW SERV Totals

10/29/2019
10/29/2019
2

4,310.50
1,204.50
$5,515.00

CD CLOTHING - GARESCHE - ELECTRICAL INSPECTOR
CD CLOTHING - MARTENS - PLUMBING INSPECTOR
CD CLOTHING - MARTENS - PLUMBING INSPECTOR

10/16/2019
10/16/2019
10/16/2019
Account 65020 - CLOTHING Totals
Business Unit 2126 - BUILDING INSPECTION SERVICES Totals

10/29/2019
10/29/2019
10/29/2019
3
19

154.00
140.34
68.32
$362.66
$7,744.06

OPERATING FUNDS AND MAINTENANCE CONTRACT
10/16/2019
Account 62659 - ECONOMIC DEVELOPMENT PARTNERSHIP CONTRIBUTIONS Totals

10/29/2019
1

25,000.00
$25,000.00

Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
317013 - H-O-H WATER TECHNOLOGY
101788 - SCHNEIDER ELECTRIC BUILDINGS AMERICA
14093 - VERIZON NETWORKFLEET, INC.
Account 62518 - SECURITY ALARM CONTRACTS
100162 - ALARM DETECTION SYSTEMS, INC.
100162 - ALARM DETECTION SYSTEMS, INC.

Business Unit 2126 - BUILDING INSPECTION SERVICES
Account 62190 - GRAFFITI REMOVAL SERVICES
294693 - CLEAN CITY INNOVATIONS, LLC

GRAFFITI REMOVAL SUPPLIES

Account 62236 - SOFTWARE MAINTENANCE
14093 - VERIZON NETWORKFLEET, INC.

AVL TRACKERS

Account 62295 - TRAINING & TRAVEL
16985 - GARY GERDES
190927 - N.W.B.O.C.A.
Account 62425 - ELEVATOR CONTRACT COSTS
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE
Account 62464 - PLUMB, ELEC, PLAN REVEIW SERV
316000 - SAFEBUILT ILLINOIS
316000 - SAFEBUILT ILLINOIS
Account 65020 - CLOTHING
109096 - CLAUDE F. GARESCHE, JR.
16664 - KENNETH MARTENS
16664 - KENNETH MARTENS
Business Unit 5300 - ECON. DEVELOPMENT
Account 62659 - ECONOMIC DEVELOPMENT PARTNERSHIP CONTRIBUTIONS
105920 - EVMARK

Run by Tera Davis on 10/21/2019 01:29:08 PM

Page 3 of 22

A.

Page 119 of 597


### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 10.29.2019**

<table>
<thead>
<tr>
<th>Accounts</th>
<th>Description</th>
<th>Payment Date Range 10/29/2019 - 10/31/2019</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2251 - 311 CENTER</td>
<td>BUSINESS UNIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100057 - ACCELA, INC.</td>
<td>ACCOUNT 44005 - TELECOMMUNICATIONS</td>
<td>10/01/2019 - 10/31/2019</td>
<td>$38,905.32</td>
<td>$38,905.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>228912 - DUSTCATCHERS, INC.</td>
<td>ACCOUNT 4902 - DUSTCATCHERS, INC.</td>
<td>10/01/2019 - 10/31/2019</td>
<td>$4,290.50</td>
<td>$4,290.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102520 - ILLINOIS PAPER DBA IMPACT NETWORKING LLC</td>
<td>ACCOUNT 102520 - ILLINOIS PAPER DBA IMPACT NETWORKING LLC</td>
<td>10/01/2019 - 10/31/2019</td>
<td>$537.12</td>
<td>$537.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021 - 311 CENTER</td>
<td>BUSINESS UNIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15219 - BRIAN ROWELL</td>
<td>ACCOUNT 2251 - 311 CENTER</td>
<td>10/01/2019 - 10/31/2019</td>
<td>$191.62</td>
<td>$191.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Unit</td>
<td>Description</td>
<td>Invoice Description</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
<td>---------------------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>270735</td>
<td>ZELDENRUST FARM</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$51,580</td>
</tr>
<tr>
<td>288801</td>
<td>SMITS FARMS</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>300978</td>
<td>RIVER VALLEY RANCH</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$11,876</td>
</tr>
<tr>
<td>13241</td>
<td>PHOENIX BEAN LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>270733</td>
<td>NICHOLS FARM &amp; ORCHARD</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$543.12</td>
</tr>
<tr>
<td>266320</td>
<td>LAKE BREEZE ORGANICS</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>11913</td>
<td>KATIC BREADS WHOLESALE, LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>266324</td>
<td>K &amp; K FARM'S</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$76.68</td>
</tr>
<tr>
<td>16613</td>
<td>GARLIC UNDERGROUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>16854</td>
<td>A LITTLE FROSTING</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$38.00</td>
</tr>
<tr>
<td>2315 - FIRE SUPPRESSION</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
<td></td>
</tr>
<tr>
<td>2315 - FIRE SUPPRESSION</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
<td></td>
</tr>
<tr>
<td>09/21/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
<tr>
<td>10/29/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
</tbody>
</table>

**Business Unit 2315 - FIRE SUPPRESSION**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65125</td>
<td>OTHER COMMODITIES</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$155.03</td>
</tr>
</tbody>
</table>

**Business Unit 2351 - FIRE MGMT & SUPPORT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50150</td>
<td>RECORDING &amp; STAFFING</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$155.03</td>
</tr>
</tbody>
</table>

**Business Unit 65125 - OTHER COMMODITIES**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65125</td>
<td>OTHER COMMODITIES</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$155.03</td>
</tr>
</tbody>
</table>

**Department 24 - HEALTH**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>300978</td>
<td>RIVER VALLEY RANCH</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>13241</td>
<td>PHOENIX BEAN LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>270733</td>
<td>NICHOLS FARM &amp; ORCHARD</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$543.12</td>
</tr>
<tr>
<td>266320</td>
<td>LAKE BREEZE ORGANICS</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>11913</td>
<td>KATIC BREADS WHOLESALE, LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>266324</td>
<td>K &amp; K FARM'S</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$76.68</td>
</tr>
<tr>
<td>16613</td>
<td>GARLIC UNDERGROUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>16854</td>
<td>A LITTLE FROSTING</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$38.00</td>
</tr>
<tr>
<td>2315 - FIRE SUPPRESSION</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
<td></td>
</tr>
<tr>
<td>09/21/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
<tr>
<td>10/29/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>300978</td>
<td>RIVER VALLEY RANCH</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>13241</td>
<td>PHOENIX BEAN LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>270733</td>
<td>NICHOLS FARM &amp; ORCHARD</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$543.12</td>
</tr>
<tr>
<td>266320</td>
<td>LAKE BREEZE ORGANICS</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$304.78</td>
</tr>
<tr>
<td>11913</td>
<td>KATIC BREADS WHOLESALE, LLC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>266324</td>
<td>K &amp; K FARM'S</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$76.68</td>
</tr>
<tr>
<td>16613</td>
<td>GARLIC UNDERGROUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$111,900</td>
</tr>
<tr>
<td>16854</td>
<td>A LITTLE FROSTING</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$38.00</td>
</tr>
<tr>
<td>2315 - FIRE SUPPRESSION</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
<td></td>
</tr>
<tr>
<td>09/21/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
<tr>
<td>10/29/2019</td>
<td>100 GENERAL FUND</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$191.35</td>
</tr>
</tbody>
</table>

**Business Unit 2455 - COMMUNITY HEALTH**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>64960</td>
<td>OTHER PROGRAM COSTS</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$4,929.60</td>
</tr>
</tbody>
</table>

**Department 20 - PARKS, REC. AND COMMUNITY SERV.**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14903</td>
<td>VERIZON NETWORKLEASE, INC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$4,929.60</td>
</tr>
</tbody>
</table>

**Business Unit 320 - REC GENERAL SUPPORT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14903</td>
<td>VERIZON NETWORKLEASE, INC</td>
<td>UTILITIES: COMED</td>
<td>10/29/2019</td>
<td>$4,929.60</td>
</tr>
</tbody>
</table>

---

*Note: The above table represents a portion of the financial data extracted from the document. The complete table is not shown for brevity.*
<table>
<thead>
<tr>
<th>Vendor Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account 62380 - COPY MACHINE CHARGES</td>
<td>10/20/2019</td>
<td>$37.20</td>
</tr>
<tr>
<td>Account 5070 - OFFICE/OFFICE EQT MNT MTL</td>
<td>10/22/2019</td>
<td>$34.00</td>
</tr>
<tr>
<td>Account 6400 - ELECTRICITY</td>
<td>10/16/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$119.34</td>
</tr>
<tr>
<td>Account 62505 - INSTRUCTOR SERVICES</td>
<td>10/13/2019</td>
<td>$371.70</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$5,197.19</td>
</tr>
<tr>
<td>Account 60405 - ELECTRICITY</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 65040 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Account 62490 - LITIGATION LEGAL FEES</td>
<td>10/29/2019</td>
<td>$38.42</td>
</tr>
<tr>
<td>Account 62245 - OTHER EQMT MAINTENANCE</td>
<td>10/29/2019</td>
<td>$2,661.02</td>
</tr>
<tr>
<td>Account 60540 - JANITORIAL SUPPLIES</td>
<td>10/29/2019</td>
<td>$3,780.00</td>
</tr>
</tbody>
</table>
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 10.29.2019**

#### 100 GENERAL FUND

### Accounts Payable by G/L Distribution Report

**Payment Date Range: 10/29/2019 - 10/29/2019**

<table>
<thead>
<tr>
<th>Account</th>
<th>Business Unit</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>WEATHER FORECASTING SERVICE WINTER 2019-20</td>
<td>10/02/2019</td>
<td>$28,843.01</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>10/09/2019</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>09/27/2019</td>
<td>$9,829.83</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>09/27/2019</td>
<td>$2,327.00</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>08/28/2019</td>
<td>$1,115.00</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>EQUIPMENT RENTAL STREETS DEPT</td>
<td>09/27/2019</td>
<td>$1,118.04</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>08/30/2019</td>
<td>$2,327.00</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>10/10/2019</td>
<td>$43.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>09/18/2019</td>
<td>$333.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>09/18/2019</td>
<td>$333.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>09/18/2019</td>
<td>$333.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>09/25/2019</td>
<td>$333.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>07/22/2019</td>
<td>$39.03</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>10/29/2019</td>
<td>$34.74</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>10/29/2019</td>
<td>$36.07</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>10/29/2019</td>
<td>$38.36</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>10/29/2019</td>
<td>$43.91</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>10/29/2019</td>
<td>$5,150.94</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 ASPHALT PURCHASE</td>
<td>10/29/2019</td>
<td>$5,150.94</td>
</tr>
<tr>
<td>4500 - INFRASTRUCTURE MAINTENANCE</td>
<td>45010 - STREET MAINTENANCE</td>
<td>2019 CONCRETE PURCHASE</td>
<td>10/29/2019</td>
<td>$5,150.94</td>
</tr>
</tbody>
</table>

**Business Unit 4510 - STREET MAINTENANCE**

**Department 40 - PUBLIC WORKS AGENCY**

**Fund 100 - GENERAL FUND**

 Totals: $5,150,940.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100987 - CHICAGO COMMUNICATIONS, LLC.</td>
<td>COMMUNICATION EQUIPMENT</td>
<td>10/07/2019</td>
<td>10/29/2019</td>
<td>674.00</td>
</tr>
<tr>
<td>103536 - MOTOROLA SOLUTIONS, INC.</td>
<td>COMMUNICATION CHARGES</td>
<td>10/01/2019</td>
<td>10/29/2019</td>
<td>238.00</td>
</tr>
<tr>
<td>205 - EMERGENCY TELEPHONE (E911) FUND</td>
<td>Account 62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals</td>
<td></td>
<td></td>
<td>$912.00</td>
</tr>
<tr>
<td></td>
<td>Business Unit 5150 - EMERGENCY TELEPHONE SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business Unit 5150 - EMERGENCY TELEPHONE SYSTEM Totals</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Department 22 - POLICE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Department 22 - POLICE Totals</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Fund 205 - EMERGENCY TELEPHONE (E911) FUND Totals</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Fund 205 - EMERGENCY TELEPHONE (E911) FUND Totals</td>
<td></td>
<td></td>
<td>$912.00</td>
</tr>
</tbody>
</table>
### CITY OF EVANSTON

#### BILLS LIST

##### PERIOD ENDING 10.29.2019

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING FUNDS AND MAINTENANCE CONTRACT</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>$184,558.29</td>
</tr>
</tbody>
</table>

**Payment Date Range:** 10/29/19 - 10/29/19

Run by Tera Davis on 10/21/2019 01:29:08 PM

Page 10 of 22
<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOUSING REHAB - CLIENT 0270 - LEAD TEST</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>49.00</td>
</tr>
<tr>
<td>HOUSING REHAB - CLIENT 0269 - LEAD TEST</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>26.00</td>
</tr>
<tr>
<td>HOUSING REHAB PROJECT - CLIENT 0265</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>95.00</td>
</tr>
</tbody>
</table>

Account 65535 - REHAB LOANS Totals: $23,934.00
Business Unit 5280 - CD LOAN Totals: $23,934.00
Department 21 - COMMUNITY DEVELOPMENT Totals: $23,934.00

Fund 220 - CDBG LOAN FUND Totals: $23,934.00
<table>
<thead>
<tr>
<th>Business Unit</th>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>415 CAPITAL IMPROV FUND</td>
<td>16073 - PATRICK ENGINEERING, INC.</td>
<td>MAIN STREET IMPROVEMENT PROJECT PHASE I ENGINEERING</td>
<td>06/19/2019</td>
<td>10/29/2019</td>
<td>25,905.94</td>
</tr>
<tr>
<td>4119 - 2019 GO BOND CAPITAL</td>
<td>16873 - RATHS, RATHS &amp; JOHNSON, INC.</td>
<td>CONSULTING SERVICES FOR FLEETWOOD JOURDAIN GYM FLOOR</td>
<td>10/08/2019</td>
<td>10/29/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>4118 - 2018 GO BOND CAPITAL</td>
<td>150147 - TERRENCE KARPOWICZ</td>
<td>SCULPTURE LEASE - YEAR 2</td>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>2,500.00</td>
</tr>
<tr>
<td>4119 - 2019 GO BOND CAPITAL</td>
<td>10511 - VIVIAN VISSER</td>
<td>SCULPTURE LEASE - YEAR 2</td>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>2,500.00</td>
</tr>
<tr>
<td>4118 - 2018 GO BOND CAPITAL</td>
<td>104469 - ROSS BARNEY ARCHITECTS</td>
<td>HOWARD ST. THEATER DESIGN</td>
<td>02/07/2019</td>
<td>10/29/2019</td>
<td>7,329.80</td>
</tr>
</tbody>
</table>

**Department 40 - PUBLIC WORKS AGENCY**

**Fund 415 - CAPITAL IMPROV FUND**

<table>
<thead>
<tr>
<th>Business Unit</th>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>415 - CAPITAL IMPROV FUND</td>
<td>16073 - PATRICK ENGINEERING, INC.</td>
<td>MAIN STREET IMPROVEMENT PROJECT PHASE I ENGINEERING</td>
<td>06/19/2019</td>
<td>10/29/2019</td>
<td>25,905.94</td>
</tr>
<tr>
<td>4119 - 2019 GO BOND CAPITAL</td>
<td>16873 - RATHS, RATHS &amp; JOHNSON, INC.</td>
<td>CONSULTING SERVICES FOR FLEETWOOD JOURDAIN GYM FLOOR</td>
<td>10/08/2019</td>
<td>10/29/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>4118 - 2018 GO BOND CAPITAL</td>
<td>150147 - TERRENCE KARPOWICZ</td>
<td>SCULPTURE LEASE - YEAR 2</td>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>2,500.00</td>
</tr>
<tr>
<td>4119 - 2019 GO BOND CAPITAL</td>
<td>10511 - VIVIAN VISSER</td>
<td>SCULPTURE LEASE - YEAR 2</td>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>2,500.00</td>
</tr>
<tr>
<td>4118 - 2018 GO BOND CAPITAL</td>
<td>104469 - ROSS BARNEY ARCHITECTS</td>
<td>HOWARD ST. THEATER DESIGN</td>
<td>02/07/2019</td>
<td>10/29/2019</td>
<td>7,329.80</td>
</tr>
</tbody>
</table>

**Accounts Payable by G/L Distribution**

<p>| Payment Date Range | Run by Tera Davis on 10/21/2019 01:29:08 PM | Page 12 of 22 | Page 128 of 597 |</p>
<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Vendor Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>285559 - BULLEY &amp; ANDREWS, LLC</td>
<td>ROBERT CROWN CONSTRUCTION MANAGER SERVICES</td>
<td>$3,745,000.90</td>
</tr>
<tr>
<td>285559 - BULLEY &amp; ANDREWS, LLC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Department:**
- 40 - PUBLIC WORKS AGENCY

**Account:**
- 65515 - OTHER IMPROVEMENTS

**Fund:**
- 416 - CROWN CONSTRUCTION FUND

**Business Unit:**
- 4160 - CROWN CONSTRUCTION PROJECT

**Account Totals:**
- 65515 - OTHER IMPROVEMENTS: $3,745,000.90

**Business Unit Totals:**
- 4160 - CROWN CONSTRUCTION PROJECT: $3,745,000.90

**Fund Totals:**
- 416 - CROWN CONSTRUCTION FUND: $3,745,000.90

---

**Payment Date Range:** 10/29/19 - 10/29/19

**Run by:** Tera Davis on 10/21/2019 01:29:08 PM

---

Page 13 of 22
<table>
<thead>
<tr>
<th>Account Numbers</th>
<th>Business Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>103298 - CALL ONE</td>
<td>Business Unit 7025 - CHURCH STREET GARAGE</td>
<td>Paybox Refund- Lot 15</td>
</tr>
<tr>
<td>16987 - TOM JORDIAN</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Lot 1 Refund for October - Customer Moved</td>
</tr>
<tr>
<td>100460 - TELECOMMUNICATIONS - WIRELESS</td>
<td>Business Unit 7105 - PARKING SYSTEM MG</td>
<td>AVL Trackers</td>
</tr>
<tr>
<td>13084 - 3C PAYMENT (USA) CORP</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>25 Parking Signs</td>
</tr>
<tr>
<td>120286 - JOHNSON CONTROLS FIRE PROTECTION LP</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>$1,083.81</td>
</tr>
<tr>
<td>101215 - COOK COUNTY COLLECTOR</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>*Parking Tax 2019</td>
</tr>
<tr>
<td>103360 - METROPOLITAN WATER RECLAMATION DISTRICT</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Lot 21 Rent-2018</td>
</tr>
<tr>
<td>101143 - COXED</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Utilities - ComEd</td>
</tr>
<tr>
<td>10705 - PARKING SYSTEM MGT</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>64505 - TELECOMMUNICATIONS</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>64005 - ELECTRICITY</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>62705 - BANK SERVICE CHARGES</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>62660 - BUSINESS ATTRACTION</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>62347 - PARKING TAX PAYMENTS TO COUNTY</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>62375 - RENTALS</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>64540 - TELECOMMUNICATIONS - WIRELESS</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>53385 - SPACE (LOT) RENTALS</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>53250 - PARKING METER REVENUE (MULTI / SINGLE SPACE)</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
<tr>
<td>505 - PARKING SYSTEM FUND</td>
<td>Business Unit 7015 - PARKING LOTS &amp; METER</td>
<td>Total</td>
</tr>
</tbody>
</table>
### CITY OF EVANSTON

**510 WATER FUND**

**BILLS LIST**

**PERIOD ENDING 10.29.2019**

<table>
<thead>
<tr>
<th>Account</th>
<th>Business Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>56140</td>
<td>FEES AND MERCHANDISE SALE</td>
<td>*SALES TAX- SEPTEMBER</td>
</tr>
<tr>
<td>62180</td>
<td>STUDIES</td>
<td>WATER PLANT EVALUATION</td>
</tr>
<tr>
<td>62380</td>
<td>COPY MACHINE CHARGES</td>
<td>COPYING SERVICES - COPYING CHARGES</td>
</tr>
<tr>
<td>64500</td>
<td>TELECOMMUNICATIONS - WIRELESS</td>
<td>AVL TRACKERS</td>
</tr>
<tr>
<td>50995</td>
<td>OFFICE SUPPLIES</td>
<td>OFFICE SUPPLIES</td>
</tr>
<tr>
<td>4540</td>
<td>DISTRIBUTION MAINTENANCE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td>6015</td>
<td>NATURAL GAS</td>
<td>UTILITIES-NICOR</td>
</tr>
<tr>
<td>64500</td>
<td>TELECOMMUNICATIONS</td>
<td>COMMUNICATION CHARGES</td>
</tr>
<tr>
<td>6500</td>
<td>WASTE DISPOSAL</td>
<td>NEPTUNE WATER METERS &amp; STRainers-FINAL</td>
</tr>
<tr>
<td>4220</td>
<td>WATER OTHER OPERATIONS</td>
<td>NEPTUNE REPLACEMENT METER PARTS</td>
</tr>
<tr>
<td>4220</td>
<td>WATER OTHER OPERATIONS</td>
<td>ESTIMATED ANNUAL USER CHARGES</td>
</tr>
<tr>
<td>6050</td>
<td>MERCHANDISE FOR RESALE</td>
<td>NEPTUNE WATER METERS &amp; STRainers-FINAL</td>
</tr>
<tr>
<td>4540</td>
<td>TELECOMMUNICATIONS - WIRELESS</td>
<td>AVL TRACKERS</td>
</tr>
<tr>
<td>65051</td>
<td>MATERIALS - STREETS DIVISION</td>
<td>STANDARD CONCRETE BLOCKS WATER DEPT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Business Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>62180</td>
<td>STUDIES</td>
<td>WATER PLANT EVALUATION</td>
</tr>
<tr>
<td>62380</td>
<td>COPY MACHINE CHARGES</td>
<td>COPYING SERVICES - COPYING CHARGES</td>
</tr>
<tr>
<td>64500</td>
<td>TELECOMMUNICATIONS - WIRELESS</td>
<td>AVL TRACKERS</td>
</tr>
<tr>
<td>50995</td>
<td>OFFICE SUPPLIES</td>
<td>OFFICE SUPPLIES</td>
</tr>
<tr>
<td>4540</td>
<td>DISTRIBUTION MAINTENANCE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td>6015</td>
<td>NATURAL GAS</td>
<td>UTILITIES-NICOR</td>
</tr>
<tr>
<td>64500</td>
<td>TELECOMMUNICATIONS</td>
<td>COMMUNICATION CHARGES</td>
</tr>
<tr>
<td>6500</td>
<td>WASTE DISPOSAL</td>
<td>NEPTUNE WATER METERS &amp; STRainers-FINAL</td>
</tr>
<tr>
<td>4220</td>
<td>WATER OTHER OPERATIONS</td>
<td>NEPTUNE REPLACEMENT METER PARTS</td>
</tr>
<tr>
<td>4220</td>
<td>WATER OTHER OPERATIONS</td>
<td>ESTIMATED ANNUAL USER CHARGES</td>
</tr>
<tr>
<td>6050</td>
<td>MERCHANDISE FOR RESALE</td>
<td>NEPTUNE WATER METERS &amp; STRainers-FINAL</td>
</tr>
<tr>
<td>4540</td>
<td>TELECOMMUNICATIONS - WIRELESS</td>
<td>AVL TRACKERS</td>
</tr>
<tr>
<td>65051</td>
<td>MATERIALS - STREETS DIVISION</td>
<td>STANDARD CONCRETE BLOCKS WATER DEPT</td>
</tr>
</tbody>
</table>

---

**Account Payable by G/L Distribution**

**Report**

*Payment Date Range 10/29/19 - 10/29/19*

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>56140</td>
<td>FEES AND MERCHANDISE SALE</td>
<td>10/17/2019</td>
<td>10/29/2019</td>
<td>$832.00</td>
</tr>
<tr>
<td>09/28/2019</td>
<td>10/29/2019</td>
<td>$7,967.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/05/2019</td>
<td>10/29/2019</td>
<td>$1,680.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/24/2019</td>
<td>10/29/2019</td>
<td>$30.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/24/2019</td>
<td>10/29/2019</td>
<td>$128.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/24/2019</td>
<td>10/29/2019</td>
<td>$9,365.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/29/2019</td>
<td>10/29/2019</td>
<td>$5,408.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$2,531.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$7,940.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$4,835.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$54,835.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$36.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$693.01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/15/2019</td>
<td>10/29/2019</td>
<td>$146.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$40,237.77</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$40,237.77</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/10/2019</td>
<td>10/29/2019</td>
<td>$4,455.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$4,455.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/09/2019</td>
<td>10/29/2019</td>
<td>$4,455.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/2019</td>
<td>10/29/2019</td>
<td>$170.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/29/2018</td>
<td>10/29/2019</td>
<td>$365.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/29/2018</td>
<td>10/29/2019</td>
<td>$2,285.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 10/01/2019 | 10/29/2019 | $110,778.98

---

**Totals**

Business Unit 4208 - WATER BILLING

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>WATER FUND</td>
<td>$118,778.98</td>
</tr>
</tbody>
</table>

---

**Run by Tom Diano on 10/21/2019 01:29:00 PM**

Page 15 of 22
<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65515 - OTHER IMPROVEMENTS</td>
<td>*CLEARWELL 9 REPLACEMENT PROJECT CONSTRUCTION AGREEMENT</td>
<td>09/30/2019</td>
<td>10/29/2019</td>
<td>944,208.64</td>
</tr>
<tr>
<td>14335 - THIENEMAN CONSTRUCTION, INC.</td>
<td>TREATED WATER STORAGE ENGINEERING</td>
<td>09/27/2019</td>
<td>* 10/29/2019</td>
<td>36,805.15</td>
</tr>
<tr>
<td>15227 - CRAWFORD, MURPHY &amp; TILLY, INC.</td>
<td>EMERSON ST WHOLESALE WATER METER-ENG SVCS</td>
<td>09/10/2019</td>
<td>* 10/29/2019</td>
<td>1,806.53</td>
</tr>
<tr>
<td>106588 - CDM SMITH, INC.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15227 - CRAWFORD, MURPHY &amp; TILLY, INC.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Account 62145 - ENGINEERING SERVICES**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>TREATED WATER STORAGE ENGINEERING</td>
<td>09/27/2019</td>
<td>* 10/29/2019</td>
<td>36,805.15</td>
</tr>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>EMERSON ST WHOLESALE WATER METER-ENG SVCS</td>
<td>09/10/2019</td>
<td>* 10/29/2019</td>
<td>1,806.53</td>
</tr>
</tbody>
</table>

**Fund 513 - WATER DEPR IMPRV EXTENSION FUND Totals**

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 - UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Department 71 - UTILITIES**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>TREATED WATER STORAGE ENGINEERING</td>
<td>09/27/2019</td>
<td>* 10/29/2019</td>
<td>36,805.15</td>
</tr>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>EMERSON ST WHOLESALE WATER METER-ENG SVCS</td>
<td>09/10/2019</td>
<td>* 10/29/2019</td>
<td>1,806.53</td>
</tr>
</tbody>
</table>

**Business Unit 7330 - WATER FUND DEP, IMP, EXT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65515 - OTHER IMPROVEMENTS</td>
<td>*CLEARWELL 9 REPLACEMENT PROJECT CONSTRUCTION AGREEMENT</td>
<td>09/30/2019</td>
<td>10/29/2019</td>
<td>944,208.64</td>
</tr>
</tbody>
</table>

**Business Unit 7330 - WATER FUND DEP, IMP, EXT Totals**

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 - UTILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Department 71 - UTILITIES Totals**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65515 - OTHER IMPROVEMENTS</td>
<td>*CLEARWELL 9 REPLACEMENT PROJECT CONSTRUCTION AGREEMENT</td>
<td>09/30/2019</td>
<td>944,208.64</td>
</tr>
</tbody>
</table>

**Fund 513 - WATER DEPR IMPRV EXTENSION FUND Totals**

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 - UTILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Department 71 - UTILITIES Totals**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65515 - OTHER IMPROVEMENTS</td>
<td>*CLEARWELL 9 REPLACEMENT PROJECT CONSTRUCTION AGREEMENT</td>
<td>09/30/2019</td>
<td>944,208.64</td>
</tr>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>TREATED WATER STORAGE ENGINEERING</td>
<td>09/27/2019</td>
<td>* 10/29/2019</td>
</tr>
<tr>
<td>62145 - ENGINEERING SERVICES</td>
<td>EMERSON ST WHOLESALE WATER METER-ENG SVCS</td>
<td>09/10/2019</td>
<td>* 10/29/2019</td>
</tr>
</tbody>
</table>
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 10.29.2019**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14093</td>
<td>VERIZON NETWORKFLEET, INC.</td>
<td>09/01/2019</td>
<td>10/29/2019</td>
<td>170.55</td>
</tr>
<tr>
<td>101753</td>
<td>EVANSTON ROUNDTABLE LLC</td>
<td>10/03/2019</td>
<td>10/29/2019</td>
<td>115.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>285.55</td>
</tr>
</tbody>
</table>

**Fund 515 - SEWER FUND Totals**

<table>
<thead>
<tr>
<th>Account</th>
<th>62696 - PUBLIC EDUCATION</th>
<th>09/01/2019</th>
<th>10/29/2019</th>
<th>170.55</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>64540 - TELECOMMUNICATIONS - WIRELESS</td>
<td>10/03/2019</td>
<td>10/29/2019</td>
<td>115.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>285.55</td>
<td></td>
</tr>
</tbody>
</table>

**Business Unit 4531 - SEWER OTHER OPERATIONS**

<table>
<thead>
<tr>
<th>Account</th>
<th>64540 - TELECOMMUNICATIONS - WIRELESS</th>
<th>09/01/2019</th>
<th>10/29/2019</th>
<th>170.55</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>64540 - TELECOMMUNICATIONS - WIRELESS</td>
<td>10/03/2019</td>
<td>10/29/2019</td>
<td>115.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>285.55</td>
<td></td>
</tr>
</tbody>
</table>

**Department 40 - PUBLIC WORKS AGENCY**

<table>
<thead>
<tr>
<th>Account</th>
<th>62696 - PUBLIC EDUCATION</th>
<th>09/01/2019</th>
<th>10/29/2019</th>
<th>170.55</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>64540 - TELECOMMUNICATIONS - WIRELESS</td>
<td>10/03/2019</td>
<td>10/29/2019</td>
<td>115.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>285.55</td>
<td></td>
</tr>
</tbody>
</table>

Run by Tera Davis on 10/21/2019 01:29:08 PM

Page 17 of 22
<table>
<thead>
<tr>
<th>Business Unit</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101064 - CINTAS #22</td>
<td>UNIFORMS</td>
<td>10/08/2019</td>
<td>206.24</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>SAFETY MATS</td>
<td>10/04/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>BLACK MAT</td>
<td>10/11/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>62355 - LAUNDRY/OTHER CLEANING</td>
<td>TOTALS</td>
<td></td>
<td>$780.62</td>
</tr>
<tr>
<td>101081 - CITY WELDING SALES &amp; SERVICE INC.</td>
<td>TOTALS</td>
<td></td>
<td>$1,125.96</td>
</tr>
</tbody>
</table>

**600 FLEET SERVICES FUND**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>154298 - CALL ONE</td>
<td>ANNUAL SUBSCRIPTION FOR FLEET TROUBLESHOOTING &amp; REPAIRS</td>
<td>10/01/2019</td>
<td>4,740.00</td>
</tr>
</tbody>
</table>

**Business Unit 7710 - FLEET MAINTENANCE**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>VEHICLE PARTS FOR STOCK</td>
<td>09/05/2019</td>
<td>430.99</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SNOW SUPPLIES</td>
<td>10/07/2019</td>
<td>1,106.71</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>93.96</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>19.00</td>
</tr>
</tbody>
</table>

**Business Unit 7750 - GENERAL SUPPORT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101064 - CINTAS #22</td>
<td>UNIFORMS</td>
<td>10/08/2019</td>
<td>206.24</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>SAFETY MATS</td>
<td>10/04/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>BLACK MAT</td>
<td>10/11/2019</td>
<td>287.19</td>
</tr>
</tbody>
</table>

**Account 6255 - LAUNDRY/OTHER CLEANING**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101081 - CITY WELDING SALES &amp; SERVICE INC.</td>
<td>TOTALS</td>
<td></td>
<td>$780.62</td>
</tr>
<tr>
<td>101081 - CITY WELDING SALES &amp; SERVICE INC.</td>
<td>TOTALS</td>
<td></td>
<td>$1,125.96</td>
</tr>
</tbody>
</table>

**Account 65015 - CHEMICALS/SALT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101064 - CINTAS #22</td>
<td>UNIFORMS</td>
<td>10/08/2019</td>
<td>206.24</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>SAFETY MATS</td>
<td>10/04/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>BLACK MAT</td>
<td>10/11/2019</td>
<td>287.19</td>
</tr>
</tbody>
</table>

**Account 64540 - TELECOMMUNICATIONS - WIRELESS**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101081 - CITY WELDING SALES &amp; SERVICE INC.</td>
<td>TOTALS</td>
<td></td>
<td>$780.62</td>
</tr>
<tr>
<td>101081 - CITY WELDING SALES &amp; SERVICE INC.</td>
<td>TOTALS</td>
<td></td>
<td>$1,125.96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101064 - CINTAS #22</td>
<td>UNIFORMS</td>
<td>10/08/2019</td>
<td>206.24</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>SAFETY MATS</td>
<td>10/04/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>BLACK MAT</td>
<td>10/11/2019</td>
<td>287.19</td>
</tr>
</tbody>
</table>

**Account 6450 - TELECOMMUNICATIONS**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101064 - CINTAS #22</td>
<td>UNIFORMS</td>
<td>10/08/2019</td>
<td>206.24</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>SAFETY MATS</td>
<td>10/04/2019</td>
<td>287.19</td>
</tr>
<tr>
<td>151986 - CINTAS CORPORATION #769</td>
<td>BLACK MAT</td>
<td>10/11/2019</td>
<td>287.19</td>
</tr>
</tbody>
</table>

**Account 62245 - OTHER EQMT MAINTENANCE**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>VEHICLE PARTS FOR STOCK</td>
<td>09/05/2019</td>
<td>430.99</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SNOW SUPPLIES</td>
<td>10/07/2019</td>
<td>1,106.71</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>93.96</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>19.00</td>
</tr>
</tbody>
</table>

**Account 62245 - OTHER EQMT MAINTENANCE**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>VEHICLE PARTS FOR STOCK</td>
<td>09/05/2019</td>
<td>430.99</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SNOW SUPPLIES</td>
<td>10/07/2019</td>
<td>1,106.71</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>93.96</td>
</tr>
<tr>
<td>62245 - OTHER EQMT MAINTENANCE</td>
<td>SHOP SUPPLIES</td>
<td>10/08/2019</td>
<td>19.00</td>
</tr>
</tbody>
</table>

**Account 6255 - LAUNDRY/OTHER CLEANING**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6255 - LAUNDRY/OTHER CLEANING</td>
<td>TOTALS</td>
<td></td>
<td>$780.62</td>
</tr>
<tr>
<td>6255 - LAUNDRY/OTHER CLEANING</td>
<td>TOTALS</td>
<td></td>
<td>$1,125.96</td>
</tr>
</tbody>
</table>

**Account 65015 - CHEMICALS/SALT**

<table>
<thead>
<tr>
<th>Account</th>
<th>Invoice Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65015 - CHEMICALS/SALT</td>
<td>TOTALS</td>
<td></td>
<td>$780.62</td>
</tr>
<tr>
<td>65015 - CHEMICALS/SALT</td>
<td>TOTALS</td>
<td></td>
<td>$1,125.96</td>
</tr>
</tbody>
</table>

---

*Report Run by Tera Davis on 10/21/2019 01:29:08 PM*
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>105597 - WINTER EQUIPMENT CO, INC</td>
<td>FLEET STOCK</td>
<td>09/26/2019</td>
<td>10/29/2019</td>
<td>178.50</td>
</tr>
<tr>
<td>105597 - WINTER EQUIPMENT CO, INC</td>
<td>SNOW SUPPLIES</td>
<td>10/03/2019</td>
<td>10/29/2019</td>
<td>714.00</td>
</tr>
<tr>
<td>105827 - WOODSTOCK HARLEY-DAVIDSON</td>
<td>PD #6 CLUTCH</td>
<td>09/28/2019</td>
<td>10/29/2019</td>
<td>1,144.07</td>
</tr>
<tr>
<td>105688 - ZARNOTH BRUSH WORKS, INC.</td>
<td>SNOW EQUIPMENT</td>
<td>09/17/2019</td>
<td>10/29/2019</td>
<td>2,411.00</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>VEHICLE #713/722 REM TIRES</td>
<td>10/05/2019</td>
<td>10/29/2019</td>
<td>214.00</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>STOCK FOR AUTOS</td>
<td>10/07/2019</td>
<td>10/29/2019</td>
<td>1,821.20</td>
</tr>
</tbody>
</table>

**Accounts Payable by G/L Distribution**

**Period Ending 10.29.2019**

**Payment Date Range 10/29/19 - 10/29/19**

**Fund 600 - FLEET SERVICES FUND Totals**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>65060 - MATER. TO MAINT. AUTOS</td>
<td>VEHICLE #713/722 REM TIRES</td>
<td>10/05/2019</td>
<td>214.00</td>
</tr>
<tr>
<td>65060 - MATER. TO MAINT. AUTOS</td>
<td>STOCK FOR AUTOS</td>
<td>10/07/2019</td>
<td>1,821.20</td>
</tr>
<tr>
<td>65090 - SAFETY EQUIPMENT</td>
<td>FIRST AID SUPPLIES</td>
<td>10/11/2019</td>
<td>67.26</td>
</tr>
<tr>
<td>65090 - SAFETY EQUIPMENT</td>
<td>FIRST AID SUPPLIES</td>
<td>10/11/2019</td>
<td>67.47</td>
</tr>
</tbody>
</table>

**Account 65090 - SAFETY EQUIPMENT Totals**

<table>
<thead>
<tr>
<th>Business Unit</th>
<th>Description</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7710 - FLEET MAINTENANCE</td>
<td>VEHICLE #713/722 REM TIRES</td>
<td>10/05/2019</td>
<td>214.00</td>
</tr>
<tr>
<td>7710 - FLEET MAINTENANCE</td>
<td>STOCK FOR AUTOS</td>
<td>10/07/2019</td>
<td>1,821.20</td>
</tr>
<tr>
<td>7710 - FLEET MAINTENANCE</td>
<td>FIRST AID SUPPLIES</td>
<td>10/11/2019</td>
<td>67.26</td>
</tr>
<tr>
<td>7710 - FLEET MAINTENANCE</td>
<td>FIRST AID SUPPLIES</td>
<td>10/11/2019</td>
<td>67.47</td>
</tr>
</tbody>
</table>

**Department 19 - ADMINISTRATIVE SERVICES Totals**

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/29/2019</td>
<td>$51,160.66</td>
</tr>
</tbody>
</table>

**Fund 600 - FLEET SERVICES FUND Totals**

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/29/2019</td>
<td>$51,160.66</td>
</tr>
</tbody>
</table>
### CITY OF EVANSTON

#### Accounts Payable by G/L Distribution

**605 INSURANCE FUND**

**Period Ending 10.29.2019**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10460</td>
<td>ANCEL,GLINK,DIAMOND,BUSH,DICIANNI &amp; KRAFTHEFER, P.</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>16988</td>
<td>BRUCE GOMEZ</td>
<td>10/08/2019</td>
<td>10/29/2019</td>
<td>2,314.34</td>
</tr>
<tr>
<td>17002</td>
<td>ENGLER CALLAWAY BAASTEN &amp; SRAA, LLC</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>9,900.00</td>
</tr>
<tr>
<td>17002</td>
<td>ENGLER CALLAWAY BAASTEN &amp; SRAA, LLC</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>2,700.00</td>
</tr>
<tr>
<td>17003</td>
<td>GOLDSTINE SIRROSIZO RUSSIAN NEMEC AND HOFF, LTD</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>1,572.00</td>
</tr>
<tr>
<td>16101</td>
<td>LAW OFFICES OF SHAWN JONES</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>880.00</td>
</tr>
<tr>
<td>17004</td>
<td>LISA A. KOTRBA &amp; ASSOCIATES, LTD</td>
<td>10/16/2019</td>
<td>10/29/2019</td>
<td>171.00</td>
</tr>
</tbody>
</table>

**VILLAGE OF SKOKIE**

- **10460**: DAMAGE TO DOOR (POLICE DEPT)
  - Invoice Date: 10/08/2019, Payment Date: 10/29/2019, Invoice Amount: 2,314.34

**LOCAL 150 LABOR**

- **17002**: ETHICS HEARING OFFICER
  - Invoice Date: 10/16/2019, Payment Date: 10/29/2019, Invoice Amount: 9,900.00

**ETHICS HEARING OFFICER**

- **17002**: BOARD OF ETHICS COMPLAINT
  - Invoice Date: 10/16/2019, Payment Date: 10/29/2019, Invoice Amount: 880.00

**CRIHFIELD V COE**

- **17004**: CRIMINAL COMPLAINT
  - Invoice Date: 10/16/2019, Payment Date: 10/29/2019, Invoice Amount: 171.00

**Fund 605 - INSURANCE FUND Totals**

- Total: $17,687.84

---

Run by Tera Davis on 10/21/2019 01:29:08 PM

Page 20 of 22

---

Page 136 of 597
<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Fund</th>
<th>Department</th>
<th>Business Unit</th>
<th>Account</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>SUPPLIES: ARTS COUNCIL LUNCHEON</em></td>
<td>100 - GENERAL FUND</td>
<td>15 - CITY MANAGER'S OFFICE</td>
<td>1580 - COMMUNITY ARTS</td>
<td>6040 - GENERAL ADMINISTRATION &amp; SUPPORT</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>09/06/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 6040 - GENERAL ADMINISTRATION &amp; SUPPORT Totals</td>
<td>1</td>
<td>Business Unit 1580 - COMMUNITY ARTS Totals</td>
<td>1</td>
<td>$59.18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account 6040 - GENERAL ADMINISTRATION &amp; SUPPORT Totals</td>
<td>1</td>
<td>Business Unit 1590 - OFFICE OF EQUITY AND EMPOWERMENT Totals</td>
<td>1</td>
<td>$138.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department 19 - ADMINISTRATIVE SERVICES</td>
<td></td>
<td></td>
<td></td>
<td>52505 - TICKET FINES-PARKING</td>
<td>17009 - MISTY WITENBERG</td>
<td>10/16/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>REFUND: PARKING</em></td>
<td></td>
<td></td>
<td></td>
<td>52505 - TICKET FINES-PARKING</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/22/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 52505 - TICKET FINES-PARKING Totals</td>
<td>1</td>
<td>Business Unit 1941 - PARKING ENFORCEMENT &amp; TICKETS Totals</td>
<td>1</td>
<td>$245.88</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department 22 - POLICE</td>
<td></td>
<td></td>
<td></td>
<td>66040 - GENERAL ADMINISTRATION &amp; SUPPORT</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/23/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: PRISONER FOOD</em></td>
<td></td>
<td></td>
<td></td>
<td>65025 - FOOD</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/23/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 65025 - FOOD Totals</td>
<td>1</td>
<td>Business Unit 2210 - PATROL OPERATIONS Totals</td>
<td>1</td>
<td>$119.12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Unit 2255 - PROBLEM SOLVING TEAM</td>
<td></td>
<td></td>
<td></td>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/28/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: CITIZEN POLICE ACADEMY</em></td>
<td></td>
<td></td>
<td></td>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>09/11/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 62490 - OTHER PROGRAM COSTS Totals</td>
<td>1</td>
<td>Business Unit 2285 - PROBLEM SOLVING TEAM Totals</td>
<td>1</td>
<td>$351.88</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department 30 - PARKS, REC. AND COMMUNITY SERV.</td>
<td></td>
<td></td>
<td></td>
<td>65110 - RECREATION SUPPLIES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/27/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: BINGO PRIZES</em></td>
<td></td>
<td></td>
<td></td>
<td>65110 - RECREATION SUPPLIES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>09/11/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 65110 - RECREATION SUPPLIES Totals</td>
<td>2</td>
<td>Business Unit 3055 - LEVY CENTER SENIOR SERVICES Totals</td>
<td>2</td>
<td>$283.87</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Unit 3720 - CULTURAL ARTS PROGRAMS</td>
<td></td>
<td></td>
<td></td>
<td>65550 - AUTOMOTIVE EQUIPMENT</td>
<td>104386 - SONES DE MEXICO ENSEMBLE</td>
<td>10/10/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>DAY OF THE DEAD -PERFORMER</em></td>
<td></td>
<td></td>
<td></td>
<td>65550 - AUTOMOTIVE EQUIPMENT</td>
<td>104386 - SONES DE MEXICO ENSEMBLE</td>
<td>08/23/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 65550 - AUTOMOTIVE EQUIPMENT Totals</td>
<td>2</td>
<td>Business Unit 3720 - CULTURAL ARTS PROGRAMS Totals</td>
<td>3</td>
<td>$4,033.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account 65025 - FOOD Totals</td>
<td>2</td>
<td>Department 30 - PARKS, REC. AND COMMUNITY SERV. Totals</td>
<td>5</td>
<td>$4,243.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund 601 - GENERAL FUND</td>
<td></td>
<td></td>
<td></td>
<td>62511 - ENTERTAIN/PERFORMER SERVICES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>09/14/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: COMMUNITY PICNIC</em></td>
<td></td>
<td></td>
<td></td>
<td>62511 - ENTERTAIN/PERFORMER SERVICES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>08/23/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 62511 - ENTERTAIN/PERFORMER SERVICES Totals</td>
<td>1</td>
<td>Department 22 - POLICE Totals</td>
<td>2</td>
<td>$97,516.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department 19 - ADMINISTRATIVE SERVICES</td>
<td></td>
<td></td>
<td></td>
<td>65110 - RECREATION SUPPLIES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>10/15/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: COMMUNITY PICNIC</em></td>
<td></td>
<td></td>
<td></td>
<td>65110 - RECREATION SUPPLIES</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>10/15/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 65110 - RECREATION SUPPLIES</td>
<td>2</td>
<td>Department 19 - ADMINISTRATIVE SERVICES Totals</td>
<td>1</td>
<td>$3,177.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund 601 - GENERAL FUND</td>
<td></td>
<td></td>
<td></td>
<td>65925 - FOOD</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>10/14/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td><em>SUPPLIES: COMMUNITY PICNIC</em></td>
<td></td>
<td></td>
<td></td>
<td>65925 - FOOD</td>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>10/14/2019</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>Account 65925 - FOOD Totals</td>
<td>2</td>
<td>Fund 601 - GENERAL FUND Totals</td>
<td>10</td>
<td>$102,717.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* = Prior Fiscal Year Activity
<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>3,970.65</td>
</tr>
<tr>
<td></td>
<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>2,306.15</td>
</tr>
<tr>
<td></td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>48,861.52</td>
</tr>
<tr>
<td></td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>2,836.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>57,974.89</td>
</tr>
<tr>
<td></td>
<td>VARIOUS</td>
<td>NATURAL GAS-SEPTEMBER 2019</td>
<td>9,266.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>9,266.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>67,241.61</td>
</tr>
</tbody>
</table>

**Grand Total** $6,362,250.76
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Jennifer Lin, Human Resources Division Manager
Subject: Contract with GovHR USA for City Manager Executive Recruitment
Date: October 28, 2019

Recommended Action:
Staff requests the City Council approve the Interim City Manager to enter into a contract with GovHR USA (630 Dundee Road, Northbrook IL 60062) for the executive recruitment for the City of Evanston's next City Manager in the amount of $23,500. 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).

Funding Source:
Funding will be from the Human Resources - Recruitment Fund (Account 100.19.1929.62512), with a remaining balance is $15,529.

Council Action:
For Action

Summary:
On October 7, 2019, the Rules Committee voted to approve the selection of GovHR USA as the executive search firm to assist with the recruitment of Evanston's next City Manager. The City of Evanston has used GovHR on numerous occasions to perform executive searches, including the current Chief of Police (Cook), current Director of Parks, Recreation & Community Services (Hemingway), and former Director of Community Development (Muenzer), among others. The former iteration of GovHR (PAR Group) was responsible for placing the former City Manager. 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. GovHR is local and will be able to engage easier with the City by scheduling more in person or short notice meetings, therefore incurring fewer expenses. In addition, in-person availability for community meetings will be more manageable and reasonable. Of the 8 proposals which were received, GovHR's proposal was the second least expensive proposal.
<table>
<thead>
<tr>
<th>Firm</th>
<th>Location</th>
<th>Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colin Baezinger &amp; Associates</td>
<td>Daytona Beach Shores FL</td>
<td>$29,500</td>
</tr>
<tr>
<td>CPS HR Consulting</td>
<td>Sacramento CA</td>
<td>$26,000</td>
</tr>
<tr>
<td>GovHR USA</td>
<td>Northbrook IL</td>
<td>$23,500</td>
</tr>
<tr>
<td>Mercer Group</td>
<td>Santa Fe NM</td>
<td>$17,500 + $7,500</td>
</tr>
<tr>
<td>Novak Consulting Group</td>
<td>Cincinnati OH</td>
<td>$24,500</td>
</tr>
<tr>
<td>Prothman</td>
<td>Issaquah WA</td>
<td>$17,500</td>
</tr>
<tr>
<td>Slavin Management Consultants</td>
<td>Norcross GA</td>
<td>$15,420 + $8,481</td>
</tr>
<tr>
<td>W. Brown Creative Partners</td>
<td>Central Point OR</td>
<td>$19,500 + $6,900</td>
</tr>
</tbody>
</table>

**Legislative History:**
October 7, 2019 - Rules Committee voted to approve the use of GovHR USA as the executive search firm.

**Attachments:**
GovHR City Manager Proposal
September 12, 2019

Ms. Jennifer Lin
HR Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

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:

Heidi Voorhees  
President  
GovHR USA LLC  
Telephone: (847) 380-3243  
HVoorhees@GovHRusa.com

Lee Szymborski  
Senior Vice President  
GovHR USA LLC  
Telephone: (847) 380-3197  
LSzymborski@GovHRusa.com

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  
rod.crain@austintexas.gov  
512-974-3423  
Cindy Henson  
Talent Acquisition Manager  
Employment Services  
cindy.Henson@austintexas.gov  
(512) 974-9304
Bloomington, IL (City Manager, 2018)
Nicole Albertson
Human Resources Director
109 E. Olive St.
Bloomington, IL 61701
309-434-2215
nalbertson@cityblm.org

Highland Park, IL
(Chief of Police, 2017)
(Finance Director, 2014)
(Director of Community & Economic Development, 2013)
(Director of Public Works, 2012)
(City Manager, 2011)
(Fire Chief, 2009)
Ghida Neukirch
City Manager
1707 St. Johns Ave.
Highland Park, IL 60035
847-926-1000
gneukirch@cityhpil.com

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
  o Dedicated email address to provide resident feedback
  o Focus Groups
  o Panel Interviews
  o 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:

<table>
<thead>
<tr>
<th>Weeks 1 - 2</th>
<th>On-site interviews of City officials and staff, development and approval of recruitment brochure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deliverable: recruitment brochure</td>
</tr>
<tr>
<td>Weeks 3 - 8</td>
<td>Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant</td>
</tr>
<tr>
<td>Week 9</td>
<td>Consultant recommendation to the City of qualified candidates</td>
</tr>
<tr>
<td></td>
<td>Deliverable: recruitment report</td>
</tr>
<tr>
<td>Week 10</td>
<td>Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation</td>
</tr>
<tr>
<td></td>
<td>Deliverable: interview reports including suggested questions and evaluation sheets</td>
</tr>
<tr>
<td>Weeks 11-12</td>
<td>Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment</td>
</tr>
</tbody>
</table>
### Summary of Costs

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<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></td>
<td>Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc.</td>
</tr>
<tr>
<td>Advertising:</td>
<td>2,500*</td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$23,500</strong>**</td>
</tr>
</tbody>
</table>

**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:

1. **1st Payment:** 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).
2. **2nd Payment:** 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).
3. **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 Cost. 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.
<table>
<thead>
<tr>
<th>TYPE</th>
<th>STATE</th>
<th>CLIENT</th>
<th>POSITION</th>
<th>POPULATION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Management</td>
<td>Alaska</td>
<td>Unalaska</td>
<td>City Manager</td>
<td>4,768</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seward</td>
<td>2,693</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bethel</td>
<td>6,500</td>
<td>2019</td>
</tr>
<tr>
<td>Colorado</td>
<td>Eagle</td>
<td>Town Manager</td>
<td>6,739</td>
<td>2017</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Englewood</td>
<td>City Manager</td>
<td>34,957</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>Connecticut</td>
<td>Cheshire</td>
<td>Town Manager</td>
<td>29,261</td>
<td>2017</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enfield</td>
<td>Town Manager</td>
<td>45,246</td>
<td>2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meriden</td>
<td>City Manager</td>
<td>60,838</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>East Hampton</td>
<td>Town Manager</td>
<td>13,000</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>Delaware</td>
<td>Newark</td>
<td>City Manager</td>
<td>33,398</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Florida</td>
<td>Largo</td>
<td>Assistant City Manager</td>
<td>82,244</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Georgia</td>
<td>Decatur</td>
<td>Assistant City Manager</td>
<td>24,000</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>San Diego</td>
<td>City Manager</td>
<td>24,000</td>
<td>2018</td>
</tr>
<tr>
<td>Illinois</td>
<td>Algonquin</td>
<td>Village Manager</td>
<td>30,046</td>
<td>2012</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Arlington Heights</td>
<td>Village Manager</td>
<td>75,100</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bensenville</td>
<td>Village Manager</td>
<td>20,703</td>
<td>2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Berkeley</td>
<td>Interim Village Administrator</td>
<td>5,214</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bloomington</td>
<td>City Manager</td>
<td>78,005</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buffalo Grove</td>
<td>Village Manager</td>
<td>42,909</td>
<td>2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Campton Hills</td>
<td>Interim Village Manager</td>
<td>11,310</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cary</td>
<td>Municipal Consultant</td>
<td>17,840</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clarendon Hills</td>
<td>Interim Village Manager</td>
<td>8,652</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Decatur</td>
<td>Village Administrator</td>
<td>8,572</td>
<td>2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DeKalb</td>
<td>City Manager</td>
<td>44,862</td>
<td>2013</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dixon</td>
<td>City Manager</td>
<td>15,333</td>
<td>2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>East Moline</td>
<td>City Administrator</td>
<td>21,300</td>
<td>2011</td>
<td></td>
</tr>
<tr>
<td></td>
<td>East Peoria</td>
<td>City Administrator</td>
<td>23,503</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Effingham</td>
<td>City Administrator</td>
<td>12,384</td>
<td>2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Effingham</td>
<td>City Administrator</td>
<td>12,577</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>TYPE</td>
<td>STATE</td>
<td>CLIENT</td>
<td>POSITION</td>
<td>POPULATION</td>
<td>YEAR</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>----------</td>
<td>-------------------------------------------</td>
<td>------------</td>
<td>------</td>
</tr>
<tr>
<td>City Management</td>
<td>Illinois</td>
<td>Elmhurst</td>
<td>City Manager</td>
<td>43,300</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fox Lake</td>
<td>Village Administrator</td>
<td>10,550</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fox Lake</td>
<td>Interim Village Administrator</td>
<td>10,563</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Freeport</td>
<td>City Manager</td>
<td>25,000</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Galesburg</td>
<td>City Manager</td>
<td>33,706</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Glen Ellyn</td>
<td>Assistant Village Manager</td>
<td>27,000</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim Assistant Village Manager</td>
<td>28,042</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>27,000</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Glen Ellyn</td>
<td>Assistant Village Manager</td>
<td>8,723</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>8,723</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hainsville</td>
<td>Management Consultant</td>
<td>3,665</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hanover Park</td>
<td>Village Manager</td>
<td>37,973</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Highland Park</td>
<td>City Manager</td>
<td>31,365</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Highwood</td>
<td>Temp-to-Hire City Manager</td>
<td>5,407</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hinsdale</td>
<td>Village Manager</td>
<td>16,816</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Homer Glen</td>
<td>Interim Village Manager</td>
<td>24,365</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>24,220</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Homewood</td>
<td>Assistant Village Manager (Virtual)</td>
<td>19,464</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim Assistant Village Manager</td>
<td>51,738</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inverness</td>
<td>Village Administrator</td>
<td>7,400</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Joliet</td>
<td>City Manager</td>
<td>147,500</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kenilworth</td>
<td>Village Manager</td>
<td>2,562</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>La Grange</td>
<td>Assistant Village Manager (Virtual)</td>
<td>15,732</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>La Grange</td>
<td>Village Manager</td>
<td>15,732</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>La Grange Park</td>
<td>Interim Assistant Village Manager</td>
<td>13,483</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lake Bluff</td>
<td>Assistant to the Village Manager</td>
<td>5,700</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lake Forest</td>
<td>City Manager</td>
<td>19,375</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lake Villa</td>
<td>Village Administrator</td>
<td>8,774</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lake Zurich</td>
<td>Village Manager</td>
<td>19,631</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Libertyville</td>
<td>Village Manager</td>
<td>20,431</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim Deputy Village Administrator</td>
<td>20,405</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lincoln</td>
<td>City Administrator</td>
<td>14,500</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim City Administrator</td>
<td>13,969</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Temp-to-Hire City Administrator</td>
<td>14,186</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lincoln</td>
<td>City Administrator</td>
<td>14,500</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lincolnshire</td>
<td>Assistant Village Manager/Community Development Director</td>
<td>7,500</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>7,500</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lindenhurst</td>
<td>Village Administrator</td>
<td>14,468</td>
<td>2017</td>
</tr>
<tr>
<td>TYPE</td>
<td>STATE</td>
<td>CLIENT</td>
<td>POSITION</td>
<td>POPULATION</td>
<td>YEAR</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------</td>
<td>--------</td>
<td>-----------------------------------------------</td>
<td>------------</td>
<td>------</td>
</tr>
<tr>
<td>City Management</td>
<td>Illinois</td>
<td>Lockport</td>
<td>Interim City Administrator</td>
<td>25,077</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lombard</td>
<td>Village Manager</td>
<td>43,165</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Marengo</td>
<td>City Administrator</td>
<td>7,614</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mettawa</td>
<td>Part-time Village Administrator</td>
<td>500</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mokena</td>
<td>Village Administrator</td>
<td>19,042</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Moline</td>
<td>City Administrator</td>
<td>43,100</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monmouth</td>
<td>City Administrator</td>
<td>9,444</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Morton Grove</td>
<td>Village Administrator</td>
<td>23,500</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mt. Prospect</td>
<td>Village Manager</td>
<td>54,771</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>New Lenox</td>
<td>Village Administrator</td>
<td>25,000</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Niles</td>
<td>Interim Assistant Village Manager</td>
<td>30,001</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Normal</td>
<td>City Manager</td>
<td>54,264</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oak Brook</td>
<td>Interim Assistant Village Manager</td>
<td>8,058</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>7,883</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oak Park</td>
<td>Interim Assistant Village Manager</td>
<td>8,077</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Assistant Village Manager/Human Res</td>
<td>52,000</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim AVM/HR Director</td>
<td>52,000</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Orland Park</td>
<td>Village Manager</td>
<td>60,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pekin</td>
<td>City Manager</td>
<td>33,223</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prairie Grove</td>
<td>Village Manager - Direct Hire</td>
<td>1,857</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Princeton</td>
<td>City Manager</td>
<td>7,500</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>River Forest</td>
<td>Village Administrator</td>
<td>11,635</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rock Island</td>
<td>City Manager</td>
<td>39,684</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schiller Park</td>
<td>Interim Village Manager</td>
<td>11,692</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shorewood</td>
<td>Village Administrator</td>
<td>17,495</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Skokie</td>
<td>Village Manager</td>
<td>65,000</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Barrington</td>
<td>Interim Village Administrator</td>
<td>4,808</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tinley Park</td>
<td>Village Manager</td>
<td>58,000</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volo</td>
<td>Village Administrator</td>
<td>3,300</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington</td>
<td>City Administrator</td>
<td>15,700</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wauconda</td>
<td>Village Administrator</td>
<td>13,603</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wilmington</td>
<td>Interim City Administrator</td>
<td>5,724</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Woodridge</td>
<td>Village Administrator</td>
<td>32,971</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Anna</td>
<td>Outsourced - City Administrator</td>
<td>11,940</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gilberts</td>
<td>Interim Village Administrator</td>
<td>7,724</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barrington</td>
<td>Village Manager</td>
<td>10,455</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Willowbrook</td>
<td>Interim Village Administrator</td>
<td>8,967</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Administrator</td>
<td>8,967</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Geneseo</td>
<td>City Administrator (Virtual)</td>
<td>6,500</td>
<td>2019</td>
</tr>
</tbody>
</table>
City Management Recruitments

<table>
<thead>
<tr>
<th>TYPE</th>
<th>STATE</th>
<th>CLIENT</th>
<th>POSITION</th>
<th>POPULATION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Management</td>
<td>Illinois</td>
<td>Maple Park, IL</td>
<td>Interim Village Manager</td>
<td>1,325</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Indiana</td>
<td>Munster</td>
<td>Town Manager</td>
<td>23,603</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td>Iowa</td>
<td>Bondurant</td>
<td>City Administrator</td>
<td>5,493</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Burlington</td>
<td>City Manager</td>
<td>25,663</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Newton</td>
<td>City Administrator</td>
<td>15,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington</td>
<td>City Administrator</td>
<td>7,266</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Webster City</td>
<td>City Manager</td>
<td>8,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>West Liberty</td>
<td>City Manager</td>
<td>3,736</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td>Maryland</td>
<td>Greenbelt</td>
<td>City Manager</td>
<td>23,753</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hagerstown</td>
<td>City Administrator</td>
<td>40,612</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sykesville</td>
<td>Town Manager</td>
<td>3,941</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Massachusetts</td>
<td>Cambridge</td>
<td>City Manager</td>
<td>110,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Eastham</td>
<td>Town Administrator</td>
<td>4,956</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Provincetown</td>
<td>Town Manager</td>
<td>2,990</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Williamstown</td>
<td>Town Manager</td>
<td>8,400</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td>Michigan</td>
<td>Alpena</td>
<td>City Manager</td>
<td>10,410</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Caro</td>
<td>City Manager</td>
<td>4,208</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delta Charter Township</td>
<td>Township Manager</td>
<td>32,400</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hamtramck</td>
<td>City Manager</td>
<td>21,752</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kalamazoo</td>
<td>City Manager</td>
<td>75,000</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oakland Township</td>
<td>Township Manager</td>
<td>16,779</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19,132</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oxford</td>
<td>Interim Village Manager</td>
<td>3,532</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rochester</td>
<td>City Manager</td>
<td>13,000</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Eastpointe</td>
<td>City Manager</td>
<td>32,442</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim City Manager</td>
<td>32,673</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32,673</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Michigan</td>
<td>Troy</td>
<td>City Manager</td>
<td>83,181</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Albion</td>
<td>City Manager</td>
<td>8,337</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Adrian</td>
<td>City Administrator</td>
<td>20,676</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interim City Administrator</td>
<td>20,676</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clawson</td>
<td>Interim City Manager</td>
<td>11,946</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ferndale</td>
<td>City Manager</td>
<td>20,428</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Minnesota</td>
<td>Woodbury</td>
<td>Assistant City Administrator</td>
<td>68,820</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td>Missouri</td>
<td>Ferguson</td>
<td>City Manager</td>
<td>21,111</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maryland Heights</td>
<td>City Administrator</td>
<td>27,436</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Republic</td>
<td>City Administrator</td>
<td>15,590</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>University City</td>
<td>City Manager</td>
<td>35,115</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wildwood</td>
<td>City Administrator</td>
<td>35,517</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>City Manager</td>
<td>35,524</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Lyon</td>
<td>City Manager</td>
<td>11,327</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>New Hampshire</td>
<td>Portsmouth</td>
<td>City Manager</td>
<td>21,796</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>New Jersey</td>
<td>Waldwick</td>
<td>Borough Administrator</td>
<td>9,800</td>
<td>2015</td>
</tr>
</tbody>
</table>

630 Dundee Road, Suite 130 Northbrook, IL 60062
847.380.3240 Fax: 866.401-3100 GovHRusa.com
<table>
<thead>
<tr>
<th>TYPE</th>
<th>STATE</th>
<th>CLIENT</th>
<th>POSITION</th>
<th>POPULATION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Management</td>
<td>New York</td>
<td>Mamaroneck</td>
<td>Village Manager</td>
<td>19,426</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>North Carolina</td>
<td>Fayetteville</td>
<td>Assistant City Manager</td>
<td>208,000</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td>Ohio</td>
<td>Oberlin</td>
<td>Interim Project Manager</td>
<td>210,000</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>Oregon</td>
<td>Coquille</td>
<td>City Manager</td>
<td>8,390</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td>Pennsylvania</td>
<td>Ferguson Township</td>
<td>Township Manager</td>
<td>18,300</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mt. Lebanon Municipal Manager</td>
<td>33,137</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td>Rhode Island</td>
<td>South Fayette Township</td>
<td>Township Manager</td>
<td>14,416</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>Texas</td>
<td>North Kingston</td>
<td>Town Manager</td>
<td>26,326</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Burleson</td>
<td>City Manager</td>
<td>36,990</td>
<td>2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>43,960</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>233,206</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>74,139</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>187,800</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Virginia</td>
<td>Chesapeake</td>
<td>City Manager</td>
<td>245,000</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salem</td>
<td>City Manager</td>
<td>25,643</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>West Virginia</td>
<td>Morgantown</td>
<td>City Manager</td>
<td>31,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bridgeport</td>
<td>City Manager</td>
<td>8,582</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>Wisconsin</td>
<td>Baraboo</td>
<td>City Administrator</td>
<td>12,048</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bayside</td>
<td>Assistant Village Manager</td>
<td>4,400</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bellevue</td>
<td>Village Administrator</td>
<td>15,524</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beloit</td>
<td>City Manager</td>
<td>36,966</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>36,966</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12,061</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,511</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,475</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>43,021</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12,300</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12,920</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14,251</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,500</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>63,480</td>
<td>2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,710</td>
<td>2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,521</td>
<td>2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>34,626</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,468</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,900</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,504</td>
<td>2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>78,200</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,500</td>
<td>2009</td>
</tr>
</tbody>
</table>
### City Management Recruitments

<table>
<thead>
<tr>
<th>TYPE</th>
<th>STATE</th>
<th>CLIENT</th>
<th>POSITION</th>
<th>POPULATION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Management</td>
<td>Wisconsin</td>
<td>Rome</td>
<td>Town Administrator</td>
<td>2,720</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shorewood</td>
<td>Interim Village Manager</td>
<td>16,948</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Village Manager</td>
<td>13,331</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Waukesha</td>
<td>City Administrator</td>
<td>71,000</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>West Bend</td>
<td>City Administrator</td>
<td>31,000</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Whitewater</td>
<td>City Manager</td>
<td>14,300</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beloit (Town)</td>
<td>Town Administrator</td>
<td>7,083</td>
<td>2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rhinelander</td>
<td>City Administrator</td>
<td>7,800</td>
<td>2018</td>
</tr>
</tbody>
</table>
Recommended Action:
Pursuant to Tax Increment Allocation Redevelopment Act - 65 ILCS 5/11-74.4.1, the City of Evanston is required to convene a public hearing for the proposed First Amendment to the Howard Ridge TIF District prior to consideration of adoption of the ordinances designating the expansion of the TIF district.

Council Action:
For Action: Accept and Place on File

Summary:
The public hearing for the proposed First Amendment to the Howard Ridge TIF District is designed to allow for public comment on the draft TIF plan filed with City Clerk, and attached for your reference. No action is required of the City Council at this public hearing. The first opportunity to consider adoption of the First Amendment designation ordinances will be at the City Council meeting on 11/11/2019.

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.

Consultant Kane McKenna and Associates studied the proposed amended TIF expansion area to determine its qualifications under the Tax Increment Allocation Redevelopment Act. The proposed amended area extends the boundary to the west at Ashland Avenue. As outlined in the attached study, the consultant determined that the proposed expanded area qualifies as a "Conservation Area" as defined by 65 ILCS 5/11-74.4-3 et. seq. 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 of the thirteen
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 qualification factors that are distributed throughout the area. Please refer to the table below for more detail.

Specifically, the Amended Area in aggregate, exhibits signs of: (1) deterioration, (2) lack of community planning, (3) deleterious layout, and (4) obsolescence which has resulted in piecemeal development and recently declining (5) Equalized Assessed Values, and (6) a number of 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.

Upon determining the area qualifies as a Conservation Area TIF district, the Joint Review Board (JRB) was convened, as required by state statute. The JRB met on September 25, 2019 to review and consider this proposed amendment and approved the nonbinding advisory recommendation to the City Council. Prior to City Council consideration of the Amendment, this Public Hearing is required.

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 existing boundary 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.

Legislative History:
On September 25, 2019 the Joint Review Board unanimously approved an advisory, nonbinding recommendation to the City Council to adopt a resolution designating the expanded Howard Ridge Redevelopment Plan and Redevelopment Project.

Attachments:
Howard Ridge TIF Public Hearing Agenda
First Amendment to Howard and Ridge TIF District Project With Exhibits 10.14.19
First Amendment to Howard and Ridge TIF District Eligibility report 10.14.19
Draft 117-O-19 1st Amendment Howard and Ridge Redev Plan
Draft 118-O-19 Designating 1stAmended Howard and Ridge TIF
Draft 119-O-19 Adopting 1st Amended Howard and Ridge TIF
Public Hearing
Proposed First Amendment Howard Ridge Tax Increment Finance District
Monday, October 28, 2019 7:00 PM
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, City Council Chambers

AGENDA

I. Open Public Hearing

II. Summary of Public Notices and Conformance to TIF Act

III. Report of Joint Review Board

IV. Introduction of Written Comments

V. TIF Overview; Summary of TIF Plan

VI. Public Comments and Discussion

VII. Close of Public Hearing
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 VIE. 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.

\(^1\) 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 increment finance assistance under the Act;
(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 $5,900, 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 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).2

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

---

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 those 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>
<td></td>
</tr>
<tr>
<td>improvements</td>
<td></td>
</tr>
<tr>
<td>2. Demolition, Site Preparation, Environmental Cleanup and Related Costs</td>
<td>2,500,000</td>
</tr>
<tr>
<td>3. Land Acquisition, Assembly Costs and Relocation Costs</td>
<td>2,500,000</td>
</tr>
<tr>
<td>4. Rehabilitation Programs</td>
<td>1,500,000</td>
</tr>
<tr>
<td>5. Developer Interest Costs and Affordable Housing Related Costs Pursuant to the Act</td>
<td>3,500,000</td>
</tr>
<tr>
<td>6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs</td>
<td>1,500,000</td>
</tr>
<tr>
<td>7. School District Tuition Costs per the TIF Act</td>
<td>1,000,000</td>
</tr>
<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>
</tr>
</tbody>
</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 VII 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 NORTHWEST 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 NORTHWEST CORNER OF SAID LOT 24, SAID NORTHWEST 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 NORTH LINE 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 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 NORTHWEST 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 EASTERN RIGHT-OF-WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID 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 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
TABLE OF CONTENTS

SECTION | TITLE | PAGE
--- | --- | ---
I. | Introduction and Background | 1
II. | Qualification Criteria Used | 3
III. | The Amended Area | 7
IV. | Methodology of Evaluation | 8
V. | Qualification of Amended Area and Findings of Eligibility | 9
VI. | Summary of Findings and Overall Assessment of Qualification | 13

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 is 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
deprecated 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,
brewing 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.

<table>
<thead>
<tr>
<th>Maximum Possible Factors per Statute</th>
<th>Minimum Factors Needed to Qualify per Statute</th>
<th>Qualifying Factors Present in the Amended Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Obsolescence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deterioration of Structures/Improvements</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inadequate Utilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deleterious Layout</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Lack of Community Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Lagging or Declining EAV</td>
</tr>
</tbody>
</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 four (4) 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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total EAV for Area</td>
<td>$5,438,356</td>
<td>$5,634,720</td>
<td>$5,188,964</td>
<td>$4,769,153</td>
<td>$4,943,112</td>
<td>$4,932,689</td>
</tr>
<tr>
<td>Annual Change</td>
<td>-3.48%</td>
<td>8.59%</td>
<td>8.80%</td>
<td>-3.52%</td>
<td>0.21%</td>
<td></td>
</tr>
<tr>
<td>Balance of City EAV</td>
<td>2,715,142,558</td>
<td>2,734,425,400</td>
<td>2,665,222,805</td>
<td>2,191,252,372</td>
<td>2,239,626,862</td>
<td>2,196,764,349</td>
</tr>
<tr>
<td>Annual Change</td>
<td>-0.71%</td>
<td>2.60%</td>
<td>21.63%</td>
<td>-2.16%</td>
<td>1.95%</td>
<td></td>
</tr>
<tr>
<td>CPI</td>
<td>2.40%</td>
<td>2.10%</td>
<td>1.30%</td>
<td>0.10%</td>
<td>1.60%</td>
<td></td>
</tr>
</tbody>
</table>

First Amendment to the Howard and Ridge TIF Eligibility Report
City of Evanston, Illinois
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 2
AMENDED TIF PARCELS

10252260240000
10252260250000
10252260260000
10252260440000
10252260450000
10252260460000
10252260470000
10252260480000
10252260490000
10252260500000
11301150230000
11301150240000
11301150250000
11301150260000
11301150270000
11301150280000
11301150290000
11301150300000
11301150310000
11301150320000
11301150330000
11301150340000
11301150350000
11301150360000
11301150370000
11301150380000
11301150390000
11301150400000
11301150410000
11301150420000
11301220240000
11301220250000
11301220260000
11301220270000
11301220280000
11301220290000
11301220300000
11301220310000
11301220320000
11301220360000
11301220370000
11301220420000
11301220430000
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 underutilized 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.

<table>
<thead>
<tr>
<th>Maximum Possible Factors per Statute</th>
<th>Minimum Factors Needed to Qualify per Statute</th>
<th>Qualifying Factors Present in the Amended Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Obsolescence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deterioration of Structures/Improvements</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inadequate Utilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deleterious Layout</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Lack of Community Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Lagging or Declining EAV</td>
</tr>
</tbody>
</table>

First Amendment to the Howard and Ridge TIF Eligibility Report
City of Evanston, Illinois

Page 50 of 91
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 four (4) 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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total EAV for Area</td>
<td>$5,438,356</td>
<td>$5,634,720</td>
<td>$5,188,964</td>
<td>$4,769,153</td>
<td>$4,943,112</td>
<td>$4,932,689</td>
</tr>
<tr>
<td>Annual Change</td>
<td>-3.48%</td>
<td>8.59%</td>
<td>8.80%</td>
<td>-3.52%</td>
<td>0.21%</td>
<td></td>
</tr>
<tr>
<td>Balance of City EAV</td>
<td>2,715,142,558</td>
<td>2,734,425,400</td>
<td>2,665,222,805</td>
<td>2,191,252,372</td>
<td>2,239,626,862</td>
<td>2,196,764,349</td>
</tr>
<tr>
<td>Annual Change</td>
<td>-0.71%</td>
<td>2.60%</td>
<td>21.63%</td>
<td>-2.16%</td>
<td>1.95%</td>
<td></td>
</tr>
<tr>
<td>CPI</td>
<td>2.40%</td>
<td>2.10%</td>
<td>1.30%</td>
<td>0.10%</td>
<td>1.60%</td>
<td></td>
</tr>
</tbody>
</table>

First Amendment to the Howard and Ridge TIF Eligibility Report
City of Evanston, Illinois

Page 52 of 91
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
10252260490000
10252260500000
10252260510000
10252260540000
11301150230000
11301150240000
11301150250000
11301150260000
11301150270000
11301150280000
11301150290000
11301150300000
11301150310000
11301150320000
11301150330000
11301150340000
11301150350000
11301150360000
11301150370000
11301150420000
11301150430000
87-O-19

AN ORDINANCE OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS,
APPROVING FIRST AMENDMENT TO TAX INCREMENT
REDEVELOPMENT PLAN AND PROJECT FOR THE
HOWARD AND RIDGE REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Evanston ("City") is a home rule municipality organized under the laws of the State of Illinois; and

WHEREAS, the General Assembly of the State of Illinois has provided by law the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. ("Act"), to assist in the financing of certain improvements in areas in the City which meet the requirements therein; and

WHEREAS, the City, pursuant to Ordinance Numbers ______, ______, and ______, adopted on ________________, established the City’s Howard and Ridge Tax Increment Financing District ("Original TIF District") relative to the redevelopment project area, legally described in EXHIBIT A attached hereto and made part hereof ("Original Redevelopment Project Area"), approved a redevelopment plan and project in relation to the Original TIF District ("Original Redevelopment Plan and Project") and adopted tax increment financing for the Original TIF District; and

WHEREAS, the City desires to add certain parcels of property to the Original Redevelopment Project Area, said parcels of property being legally described in EXHIBIT B attached hereto and made part hereof ("Added Parcels"); and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Mayor and City Council of the City (the "Corporate Authorities") called a public hearing relative to
amending the Original Redevelopment Project Area and Original Redevelopment Plan and Project to add the Added Parcels to the Original Redevelopment Project Area ("First Amended Redevelopment Project Area") and the Original Redevelopment Plan and Project ("First Amended Redevelopment Plan and Project") under the Act for October 28, 2019; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on September 10, 2019, by publication on ______________, 2019, and ______________, 2019, and by certified mail to taxpayers within the Area on October 7, 2019; and

WHEREAS, the City has heretofore convened a joint review board as required by, and in all respects in compliance with, the provisions of the Act; and

WHEREAS, the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed First Amended Redevelopment Project Area that could cause the First Amended Redevelopment Project Area to be confirmed as a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed First Amended Redevelopment Project Area to determine whether private development would take place in the proposed First Amended Redevelopment Project Area as a whole without the adoption of the proposed First Amended Redevelopment Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed First Amended Redevelopment Project Area
to determine whether contiguous parcels of real property and improvements thereon in
the proposed First Amended Redevelopment Project Area would be substantially
benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed First
Amended Redevelopment Plan and Project and also the existing comprehensive plan
for development of the City as a whole to determine whether the proposed First
Amended Redevelopment Plan and Project conform to the comprehensive plan of the
City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of
the City of Evanston, Cook County, Illinois, as follows:

SECTION 1. Findings. That the Corporate Authorities of the City of
Evanston hereby make the following findings:

a. The First Amended Redevelopment Area is
legally described in EXHIBIT C attached hereto and incorporated
herein as if set out in full by this reference. The general street
location for the First Amended Redevelopment Area is described in
EXHIBIT D attached hereto and incorporated herein as if set out in
full by this reference. The map of the First Amended
Redevelopment Area is depicted on EXHIBIT E attached hereto
and incorporated herein as if set out in full by this reference.

b. There exist conditions that cause the First
Amended Redevelopment Area to be subject to designation as a
redevelopment project area under the Act and to be confirmed as a
“conservation area” as defined in Section 11-74.4-3(b) of the Act.
c. The Added Parcels, on the whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the First Amended Redevelopment Plan and Project.

d. The First Amended Redevelopment Plan and Project conform to the comprehensive plan for the development of the City as a whole, as reflected in the City’s zoning map.

e. As set forth in the First Amended Redevelopment Plan and Project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the First Amended Redevelopment Plan and Project, shall be retired within twenty-three (23) years after the Area is designated.

f. The Added Parcels are contiguous to one another and the Original Redevelopment Project Area, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

SECTION 2. Plan and Project Approved. That the First Amended Redevelopment Plan and Project, which were the subject matter of the public hearing held on October 28, 2019, are hereby adopted and approved. A copy of the First Amended Redevelopment Plan and Project is set forth in EXHIBIT F attached hereto and incorporated herein as if set out in full by this reference.
SECTION 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law. The following attachments are incorporated herein by reference.

AYES _______
NAYS _______
ABSENT _______

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved: _________________, 2019

Stephen H. Hagerty, Mayor

Attest: _______________________

Approved as to form:

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

ORIGINAL REDEVELOPMENT PROJECT AREA

LEGAL DESCRIPTION
EXHIBIT B

ADDED PARCELS

LEGAL DESCRIPTION
EXHIBIT D

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 Ashland Avenue. The RPA contains mixed residential uses, retail/commercial properties and institutional uses.
EXHIBIT E

MAP OF

FIRST AMENDED REDEVELOPMENT PLAN AND PROJECT
Alderman _____________ moved and Alderman _____________ seconded the motion that said ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Alderman voted AYE: ______________
________________________________________________________________________
________________________________________________________________________

The following Alderman voted NAY: ________________________________
________________________________________________________________________

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the Mayor and City Council of the City of Evanston, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

___________________________
City Clerk
CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the "City"), and that as such official I am the keeper of the records and files of the Mayor and City Council of the City (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ___ day of _____________, 2019, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE of the City of Evanston, Cook County, Illinois, Approving First Amendment To Tax Increment Redevelopment Plan And Project For The Howard and Ridge Redevelopment Project Area.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this _____ day of November, 2019.

___________________________________________________________
City Clerk

(SEAL)
118-O-19

AN ORDINANCE OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, DESIGNATING THE FIRST AMENDED HOWARD AND RIDGE REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, it is desirable and in the best interest of the citizens of the City of Evanston, Cook County, Illinois (the “City”), for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed amended redevelopment plan and redevelopment project (“First Amended Redevelopment Plan and Project”) within the municipal boundaries of the City and within a proposed amended redevelopment project area (“First Amended Redevelopment Area”) described in Section 1 of this Ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the First Amended Redevelopment Plan and Project, which First Amended Redevelopment Plan and Project were identified in such ordinance and were the subject, along with the First Redevelopment Project Area designation hereinafter made, of a public hearing held on October 28, 2019, and it is now necessary and desirable to designate the First Amended Redevelopment Area as a redevelopment project area pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Evanston, Cook County, Illinois, as follows:
SECTION 1. Area Designated. That the First Amended Redevelopment Area, as legally described in EXHIBIT A, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the First Amended Redevelopment Area is described in EXHIBIT B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on EXHIBIT C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this ____ day of ________________, 2004.

AYES _______
NAYS ________
ABSENT __________
EXHIBIT B

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 Ashland Avenue. The RPA contains mixed residential uses, retail/commercial properties and institutional uses.
EXHIBIT C

MAP OF
FIRST AMENDED REDEVELOPMENT PROJECT AREA
Alderman ______________ moved and Alderman ________________ seconded the motion that said ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Alderman voted AYE: ____________________________

________________________________
________________________________
________________________________

The following Alderman voted NAY: ____________________________________________

________________________________
________________________________
________________________________

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the Mayor and City Council of the City of Evanston, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

________________________________
City Clerk
CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the Mayor and City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the __ day of ____________, 2019, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE of the City of Evanston, Cook County, Illinois
Designating The First Amended Howard And Ridge Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this ___ day of November, 2019.

___________________________
City Clerk

(Seal)
AN ORDINANCE OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE FIRST AMENDED HOWARD AND RIDGE REDEVELOPMENT PROJECT AREA

WHEREAS, it is desirable and in the best interest of the citizens of the City of Evanston, Cook County, Illinois (the "City"), for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, the City has heretofore approved an amended redevelopment plan and project (the "First Amended Redevelopment Plan and Project") as required by the Act by passage of an ordinance and has heretofore designated an amended redevelopment project area (the "Frist Amended Redevelopment Project Area") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Evanston, Cook County, Illinois, as follows:

SECTION 1. Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the First Amended Redevelopment Plan and Project within the Area as legally described in EXHIBIT A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the First Amended
Redevelopment Project Area is described in EXHIBIT B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted in EXHIBIT C attached hereto and incorporated herein as if set out in full by this reference.

**SECTION 2. Allocation of Ad Valorem Taxes.** That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the First Amended Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the First Amended Redevelopment Project Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the First Amended Redevelopment Project Area shall be allocated to, and when collected, shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "First Amended Howard and Ridge Redevelopment Project Area Special Tax Allocation Fund" of the City and such
taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this ___ day of __________, 2019.

AYES ________  NAYS ________  ABSENT ________

APPROVED:___________________________________________

MAYOR

ATTEST:

__________________________

CITY CLERK
EXHIBIT A

LEGAL DESCRIPTION
FIRST AMENDED REDEVELOPMENT PROJECT AREA
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 Ashland Avenue. The RPA contains mixed residential uses, retail/commercial properties and institutional uses.
EXHIBIT C

MAP OF
FIRST AMENDED REDEVELOPMENT PROJECT AREA
Alderman ______________ moved and Alderman ________________ seconded the motion that said ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Alderman voted AYE: ______________
________________________________________________________________________
________________________________________________________________________

The following Alderman voted NAY: __________________________________________________________________________
________________________________________________________________________

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the Mayor and City Council of the City of Evanston, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

__________________________________________
City Clerk
CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the "City"), and that as such official I am the keeper of the records and files of the Mayor and City Council of the City (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ___ day of January, 2004, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE of the City of Evanston, Cook County, Illinois,
Adopting Tax Increment Allocation Financing for the Howard and Ridge Redevelopment Project Area.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this ___ day of November, 2019.

___________________________
City Clerk

(SEAL)
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Darrell King, Water Production Bureau Chief
CC: David D. Stoneback, Public Work Agency Director
Subject: Approval of High Lift #4 Natural Gas Engine Repair
Date: October 28, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a sole-source agreement with Altorfer Power Systems (615 W. Lake Street, Elmhurst, IL 60126) for the period of November 1, 2019 to December 31, 2019 to provide High Lift #4 Engine Repair in the not-to-exceed amount of $105,375.

Funding Source:
Funding is provided by the Pumping Division Other Equipment Maintenance Business Unit (Account 510.40.4210.62245), which has an approved FY 2019 budget of $113,075 and a YTD balance of $113,075.

Council Action:
For Action

Summary:
The Evanston Water Treatment Plant pumps an average of 40 million gallons of water from Lake Michigan to customers in Evanston, Skokie, the Northwest Water Commission (Arlington Heights, Buffalo Grove, Palatine and Wheeling), Des Plaines and the Morton Grove Niles Water Commission. The Pumping Division operates the low lift (raw water) and high lift (finished drinking water) pumping units. The six low lift pumps, with a rated capacity of 135 million gallons per day (mgd), take water from the intake system and pump it to the treatment plant. Eight high lift pumps, with a rated capacity of 147 million gallons per day, pump the finished drinking water to the distribution system.

Four of the low lift pump units are equipped with auxiliary natural gas engine drives for emergency operation in case of a power failure, providing 70 mgd emergency capacity. Four of the high lift pump units are equipped with auxiliary natural gas engine drives for emergency operation in the event of a power failure, providing 67 mgd emergency capacity. The high-lift
#4 Caterpillar auxiliary natural gas engine installed in 2000 recently experienced a coolant line failure that resulted in the engine seizing. Pumping division staff attempted to diagnose and make repairs to the engine but lacked the specialized tools for field disassembly.

Altorfer Power Systems was contacted to perform on-site service to determine the root cause of the engine seize. The technician determined the engine was seriously damaged and needed to be transported to their shop for complete disassembly in order to assess the extent of the damage. Altorfer Power Systems is the local Caterpillar factory authorized repair dealer and have the expertise and ability to perform the necessary overhaul of the engine using factory new and remanufactured components. Altorfer owns all the factory service shops in North and Central Illinois, Northern Indiana, and Northern Iowa. To have the engine repaired anywhere else would involve large shipping costs, and extensive travel time for any warranty service. As it is an emergency engine, the use of a non-factory authorized repair shop and parts is not advisable. The costs for engine transport and tear down & diagnostic was $5,603.25 and $6,025.00 respectively. The transport, tear down and diagnostic work has been completed.

The following tables summarize the previous costs for the engine transport from the water treatment plant, tear down & diagnostic service, engine repair and contingency:

<table>
<thead>
<tr>
<th></th>
<th>8/5/2019</th>
<th>9/25/2019</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Transport</td>
<td>$5,603.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine Tear down and Diagnostic</td>
<td></td>
<td>$6,025.00</td>
<td>$11,628.25</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Engine Repair             | $95,374.75|           | Not to exceed $105,375.00 |
| *Contingency              | $10,000.00|           |                      |
| Total                     |           |           | $105,375.00          |

*The contingency amount of $10,000.00 would cover any machine work that is needed to correct issues with the engine block. It is anticipated the contingency will not be expensed.

Staff has used Altorfer Power Systems in the past for engine repair work and was pleased with their performance.
Memorandum

To:       Honorable Mayor and Members of the City Council
CC:       Members of Administration and Public Works Committee
From:     Lawrence C. Hemingway, Director of Parks, Recreation, & Community Services
CC:       Karen Hawk, Assistant Director of Parks, Recreation & Community Services
Subject:  Resolution 96-R-19 Accepting Grant Awards to fund a Congregate Senior Meal Program at the Levy Senior Center and Fleetwood-Jourdain Community Center
Date:     October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 96-R-19 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center.

Funding Source:
Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2019-2020 program including staff salaries, Social Security, Medicare, advertising, program supplies and food costs are projected at $91,298.

Council Action:
For Action

Summary:
The City of Evanston reapplied to receive funding for a congregate senior meal program through Age Options. As part of the nationwide network, Age Options is authorized by the federal Older Americans Act and the Illinois Department on Aging as the Planning and Service Area for the 30 townships surrounding Chicago. The Older Americans Act Title III-C Nutrition Services grant funds congregate meals for older adults, aged 60 and over, a spouse, or child with disabilities under the age of 60.
This grant covers food costs, administrative overhead and supplies for the program. The City received a maximum grant award of $37,571 to provide meals 5 days a week at the Levy Senior Center and $5,972 to provide meals one day a week at the Fleetwood-Jourdain Community Center. The time period of this grant is October 1, 2019 through September 30, 2020.

This grant for Congregate Meal Nutrition Services will offset the cost of each meal and no eligible senior shall be denied participation because of inability to contribute. The suggested contribution for each meal will be $6.50 – there has not been an increase from the prior agreement and meals will be provided regardless of the participants ability to pay.

This is a reimbursement program in which the total amount of reimbursement the City will receive is dependent upon the number of lunches served and varies depending on the levels of participation. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application.

<table>
<thead>
<tr>
<th></th>
<th>Levy Senior Center</th>
<th>Fleetwood-Jourdain Center</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal Program Expenditure</td>
<td>$75,336</td>
<td>$15,962</td>
<td>$91,298</td>
</tr>
<tr>
<td>Maximum Grant Reimbursement to Revenue Account</td>
<td>$37,571</td>
<td>$5,972</td>
<td>$43,543</td>
</tr>
<tr>
<td>Project Income (Donations)</td>
<td>$7,000</td>
<td>$1,800</td>
<td>$7,800</td>
</tr>
<tr>
<td>Local In-Kind (i.e. Room usage, utilities, volunteers, etc)</td>
<td>$13,840</td>
<td>$2,505</td>
<td>$16,345</td>
</tr>
<tr>
<td>Local Cash (City Supported)</td>
<td>$16,925</td>
<td>$5,685</td>
<td>$22,610</td>
</tr>
</tbody>
</table>

Staff projects meal donations of $8,800. The City will provide a local cash match of $22,610 of the $91,298 if the projection for donations is met, and less if it is exceeded. This is the tenth year of this grant program, which has helped provide a senior lunch program subsidy at Fleetwood-Jourdain one day per week and at Levy Senior Center five days per week. Similar to the current year’s management plan for the program, should donations that are received from attendees of the meal program be less than expected, department staff will develop a plan to offset the revenue shortage.

Attachments:
- [96-R-19 Notice of Grant Award Congregate Senior Meals](#)
- [Notification of Grant Award 2020 Fleetwood](#)
- [Notification of Grant Award 2020 Levy](#)
A RESOLUTION

96-R-19

10/4/2019
SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards.

SECTION 3: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards attached hereto as Exhibit A, incorporated herein by reference.

SECTION 4: This Resolution 96-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

Congregate Senior Meal Program
Notification of Grants Awards
NOTIFICATION OF GRANT AWARD
AgeOptions - (Illinois Department on Aging - PSA 13)
Under Title III-B, Title III-C, Title III-D, Title III-E, & Title VII of the Older Americans
Act and under the State of Illinois General Revenue Funds

City of Evanston - Fleetwood-Jourdain Community Center
2100 Ridge Avenue
Evanston, IL 60201

Approved Costs for Project Period

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Personnel/Fringe</td>
<td>$7,050</td>
</tr>
<tr>
<td>b. Travel of Persons</td>
<td>$0</td>
</tr>
<tr>
<td>c. Equipment &amp; Supplies</td>
<td>$300</td>
</tr>
<tr>
<td>d. Other</td>
<td>$840</td>
</tr>
<tr>
<td>e. Food - Nutrition Only</td>
<td>$7,772</td>
</tr>
<tr>
<td>f. Delivery - Nutrition Only</td>
<td>$0</td>
</tr>
<tr>
<td>g. Total</td>
<td>$15,962</td>
</tr>
</tbody>
</table>

Computation of Grant Award

1. Total Cost: $15,962
2. Less Anticipated Project Income: $1,800
3. Net Cost (estimated): $14,162
4. Nonfederal Share:
   a. Local Cash: $5,685
   b. Local Inkind: $2,505
5. Area Agency Share: $5,972
6. State Share: $0
7. New Obligation Awarded: $5,972
8. Original Obligation: $5,972
9. Share of Net Cost:
   a. NonFederal Share: 57.83%
   b. Local Cash Share: 40.14%
   c. Federal/State Share: 42.17%
10. Application for Funds: June 25, 2019

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the Grantee provided all conditions are met.

Grantee - I have read all the conditions of this award, and agree to fully comply with all such conditions.

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>AgeOptions (also referred to as Area Agency on Aging)</td>
<td>Date</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Diane Slezak, Chief Executive Officer</td>
<td>Date</td>
</tr>
</tbody>
</table>

NOTE: The attached Conditions of Award comply with Federal and State regulations and are an integral component of this Notification of Grant Award.
NOTIFICATION OF GRANT AWARD
AgeOptions - (Illinois Department on Aging - PSA 13)
Under Title III-B, Title III-C, Title III-D, Title III-E, & Title VII of the Older Americans
Act and under the State of Illinois General Revenue Funds

City of Evanston - Levy Senior Center
2100 Ridge Avenue
Evanston, IL 60201

Approved Costs for Project Period

<table>
<thead>
<tr>
<th>Sub Area</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Personnel/Fringe</td>
<td>$40,820</td>
</tr>
<tr>
<td>b.</td>
<td>Travel of Persons</td>
<td>$0</td>
</tr>
<tr>
<td>c.</td>
<td>Equipment &amp; Supplies</td>
<td>$500</td>
</tr>
<tr>
<td>d.</td>
<td>Other</td>
<td>$4,414</td>
</tr>
<tr>
<td>e.</td>
<td>Food-Nutrition Only</td>
<td>$29,602</td>
</tr>
<tr>
<td>f.</td>
<td>Delivery-Nutrition Only</td>
<td>$0</td>
</tr>
<tr>
<td>g.</td>
<td>Total</td>
<td>$75,336</td>
</tr>
</tbody>
</table>

Computation of Grant Award

1. Total Cost $75,336
2. Less Anticipated Project Income $7,000
3. Net Cost (estimated) $68,336
4. Nonfederal Share $30,765
   a. Local Cash $16,925
   b. Local Inkind $13,840
5. Area Agency Share $37,571
6. State Share $0
7. New Obligation Awarded $37,571
8. Original Obligation: $37,571
9. Share of Net Cost
   a. NonFederal Share 45.02%
   b. Local Cash Share 24.77%
   c. Federal/State Share 54.98%
10. Application for Funds

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the Grantee provided all conditions are met.

Grantee - I have read all the conditions of this award, and agree to fully comply with all such conditions.

Name and Title        Date

Signature

AgeOptions (also referred to as Area Agency on Aging)

Signature:
Diane Slezak, Chief Executive Officer        Date

NOTE: The attached Conditions of Award comply with Federal and State regulations and are an integral component of this Notification of Grant Award.
Memorandum

To: Honorable Mayor and Members of the City Council
From: Michelle Masoncup, Director
Subject: 97-R-19 Appointing a Director and Alternative Director to the Solid Waste Agency of Northern Cook County
Date: October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 97-R-19 appointing a Director and an Alternate Director to the Solid Waste Agency of Northern Cook County.

Council Action:
For Action

Summary:
The Solid Waste Agency of Northern Cook County ("SWANCC") is governed by a Board of Directors comprised of one director elected by each member municipality. Each municipality also elects one or more alternate directors; however, each municipality may only cast one vote when appropriate at Board meetings, regardless of whether both the director and any alternates are present.

The Board of Directors establishes general policies of SWANCC, makes all appropriations, approves contracts for solid waste disposal and all project use agreements, adopts resolutions providing for the issuance of bonds or notes by the SWANCC, adopts by-laws, rules and regulations and exercises these powers and duties as outlined in the SWANCC By-Laws.

Attachments:
97-R-19- Appointing SWANCC Director
97-R-19

A RESOLUTION

Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County

WHEREAS, the City of Evanston is a member of the Solid Waste Agency of Northern Cook County ("the Agency"); and

WHEREAS, pursuant to the Agency Agreement that established the Agency, the City is entitled to appoint one (1) or more Directors to the Board of Directors of the Agency,

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

SECTION 1: That the Evanston City Council hereby appoints Stephen H. Hagerty, Mayor, as its Director on the Board of Directors of the Agency and appoints Erika Storlie, Interim City Manager, as its Alternate Director, in each case for a term expiring on April 30, 2021, or until her or his successor is appointed.

SECTION 2: That this Resolution 97-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
Memorandum

To:       Honorable Mayor and Members of the City Council
CC:       Members of Administration and Public Works Committee
From:     Lawrence C. Hemingway, Director of Parks, Recreation, & Community Services
CC:       Karen Hawk, Assistant Director, Parks, Recreation & Community Services
Subject:  Resolution 116-R-19, Accepting a Grant Award for the Long Term Care Ombudsman Program
Date:     October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 116-R-19 authorizing the City Manager to sign notification of grant awards to fund and operate the Long Term Care Ombudsman Program for the City of Evanston.

Funding Source:
This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the amount of funding utilized from the program budget. The overall program has a budget of $177,225 in BU 100.30.3055 which covers all operational expenses. The maximum reimbursement amount by AgeOptions is $54,623 for the period October 1, 2019 – September 30, 2020.

Council Action:
Business of the City by Motion

Summary:
The City of Evanston applied for and received funding for the Long Term Care Ombudsman program through Age Options. As part of the nationwide network, Age Options is authorized by the federal Older Americans Act and the Illinois Department on Aging as the Planning and Service Area for the 30 townships surrounding Chicago. The Older Americans Act Title III-B Ombudsman grant funds the Long Term Care Ombudsman Program, which provides advocacy for residents who live in long term care facilities as well as community-wide programs and consultations for individuals requesting information regarding long term care. This grant covers a portion of the Long Term Care Ombudsman salary, travel and supplies, postage, telephone and training material costs.
A RESOLUTION

Authorizing the City Manager to Sign Notifications of Grant Awards
To Fund and Operate the City of Evanston Long Term Care
Ombudsman Program

WHEREAS, the City of Evanston has made it a priority advocate for
residents of long term care facilities; and

WHEREAS, the Parks, Recreation and Community Services Department
(the “Department”) and Levy Senior Center strives to provide advocacy, as well as
community education and consultations services for residents regarding long term care; and

WHEREAS, the Department applied to Department on Aging through the
Area Agency on Aging, AgeOptions; and

WHEREAS, the Department received a grant award, worth fifty four
thousand six hundred twenty-three dollars ($54,623.00), to operate the Long Term Care
Ombudsman Program; and

WHEREAS, the grant award will allow residents of long term care facilities
to receive advocacy services as well as community residents to receive education and
consultation regarding longer term care; and

WHEREAS, the Department plans to operate the Long Term Care
Ombudsman Program in the City of Evanston.

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

SECTION 2: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards attached hereto as Exhibit A, incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Grant Awards as she may determine to be in the best interests of the City.

SECTION 4: This Resolution 116-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
NOTIFICATION OF GRANT AWARD
AgeOptions - (Illinois Department on Aging - PSA 13)
Under Title III-B, Title III-C, Title III-D, Title III-E, & Title VII of the Older Americans
Act and under the State of Illinois General Revenue Funds

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Project ID: Date: September 26, 2019

Type of Grant: Ombudsman

Approved Costs for Project Period
Project Period: October 01, 2019 To: September 30, 2020

a. Personnel/Fringe $151,325
b. Travel of Persons $5,600
c. Equipment & Supplies $0
d. Other $20,900

e. Food-Nutrition Only $0
f. Delivery-Nutrition Only $0
g. Total $177,825

Sub Areas (Townships except C1 awards):
Evanston

Computation of Grant Award
1. Total Cost $177,825
2. Less Anticipated Project Income $0
3. Net Cost (estimated) $177,825
4. Nonfederal Share $123,202
5. Area Agency Share $54,623
6. State Share $0
7. New Obligation Awarded $54,623

8. Original Obligation: $54,623
9. Share of Net Cost: 69.28%
10. Application for Funds Date: September 13, 2019

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the Grantee provided all conditions are met.

Grantee - I have read all the conditions of this award, and agree to fully comply with all such conditions.

Name and Title Date

Signature

AgeOptions (also referred to as Area Agency on Aging)

Signature:

Diane Slezak, Chief Executive Officer Date

NOTE: The attached Conditions of Award comply with Federal and State regulations and are an integral component of this Notification of Grant Award.
Memorandum

To: Honorable Mayor and Members of the City Council
From: Victoria Benson, Deputy City Attorney
CC: Brian Scott, Fire Chief
Subject: Resolution 117-R-19, Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services to provide greater cost coverage for Ground Emergency Medical Transportation provided to beneficiaries of Illinois Medicaid plans and other similar state administered medical programs.

Date: October 28, 2019

Recommended Action:
Staff recommends City Council adopt Resolution 117-R-19, “Authorizing the City Manager to Execute an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services.” This intergovernmental agreement outlines compensation to the City for services provided by the Evanston Fire Department to individuals eligible for benefits under the Illinois Medicaid plans and other similar state administered medical programs. Participation in the intergovernmental agreement is expected to provide greater cost coverage for ambulance services provided to beneficiaries of state administered medical programs. To be eligible for increased payments, this intergovernmental agreement must be executed by November 1, 2020.

Council Action:
For Action

Summary:
The Evanston Fire Department provides covered ambulance services to individuals eligible for benefits under Illinois Medicaid state plans and medical programs administered by the Illinois Department of Healthcare and Family Services. The parties desire to enter into this Agreement to enable the City to receive increased payments for services rendered by the Fire Department to covered individuals through federal funding received by the State.

Attachments:
117-R-19 approving IGA for Increased Funding for Ambulance Services
GEMT IGA Template
A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services

WHEREAS, the City of Evanston ("Evanston") and the Illinois Department of Healthcare and Family Services ("DHFS") are desirous of providing greater cost coverage to the Evanston Fire Department ("EFD") for the provision of ambulance services reimbursable under the Illinois Medicaid state plan and beneficiaries of medical programs administered by DHFS; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Parties desire to enter into the attached intergovernmental agreement to set forth the rights and obligations of Evanston and DHFS with respect to the receipt and distribution of enhanced rates for services reimbursable under the Illinois Medicaid state plan and beneficiaries of medical programs administered by DHFS; and

WHEREAS, the Evanston City Council have determined that it will serve and be in the best interest of the City to enter into the Agreement with DHFS;

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: Recitals. The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: The City Council hereby approves, pursuant to the City of Evanston’s home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

SECTION 3: The City Manager is hereby authorized to sign the “Intergovernmental Agreement Between the Department of Healthcare and Family Services and the City of Evanston”, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest: ____________________________
Devon Reid, City Clerk

Stephen H. Hagerty, Mayor
Approved as to form: ____________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ____________________________ , 2019
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
CITY OF EVANSTON
2020-2021

The Illinois Department of Healthcare and Family Services (HFS or the Department) and the City of Evanston, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., hereby enter into this Intergovernmental Agreement (Agreement) in connection with enhanced rates for ambulance services. HFS and the City of Evanston are collectively referred to herein as “Parties” or individually as a “Party.”

ARTICLE I
INTRODUCTION

1.01 Background. Article XII of the Illinois Public Aid Code authorizes the Illinois Department of Healthcare and Family Services to make use of, aid and co-operate with State and local governmental agencies and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides for cooperation between units of government. Provider operates a Fire Department (Provider) that is enrolled in the Medical Assistance Program that provides covered ambulance services to individuals eligible for benefits under the Medical Programs; the costs of providing the services described above is not covered by the fee schedule pursuant to which the Department and Managed Care Organizations (MCOs) pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider through enhanced rates for services, the Parties enter into this Intergovernmental Agreement.

1.03 Definitions

(a) Covered Ambulance Services means all ambulance services reimbursable under the Illinois Medicaid state plan and provided to beneficiaries of Medical Programs.

(b) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the enhanced FMAP for ACA expansion population based on the percentage of specified covered services to the different populations.

(c) Fee-for-service or FFS means the services under Medical Programs reimbursed to providers directly by the Department and not through an MCO.

(d) Managed Care Program means services under the Medical Programs for which the Department pays a capitated payment to MCOs to cover the cost of covered medical services.

(e) Managed Care Organization (MCO) means an entity under contract with the Department receiving capitated payments and at risk for providing reimbursement for enrollees.

(f) Medical Programs means programs administered by the Department under the Illinois Public Aid Code (305 ILCS 5/5 et seq.), the Children’s Health Insurance Program Act (215 ILCS 106/1 et seq.) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 et seq.).
INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

(g) Participating Municipal Ambulance Provider means an ambulance provider owned by a municipal corporation that has executed an Intergovernmental Agreement with the Department with terms substantially identical to this Agreement.

(h) Specified Covered Ambulance Services means emergency and non-emergency Basic Life Support and Advanced Life Support trips and does not include mileage or oxygen.

ARTICLE II
INTERGOVERNMENTAL TRANSFER

2.01 Provider will transfer on a periodic basis to the Department an amount equal to 50% of the total enhanced rates paid to Provider by the Department and all MCOs for the period.

2.02 For FFS payments, the Department will send a monthly invoice to Provider for the higher FFS payments described in Article III.

2.03 For MCO payments, the transfer of 50% of the supplemental payment described in Article III shall be made within 14 days after the receipt of enhanced payments from the MCO.

ARTICLE III
ENHANCED RATES FOR SERVICES

3.01 Expenditures. The Department shall pay or cause MCOs to pay enhanced rates to Provider for specified covered ambulance services pursuant to this Article III in addition to payments made at the Department’s published fee schedule.

3.02 The enhanced rate will be determined as follows:
   a. The Department will establish classes of similar Participating Municipal Ambulance Providers.
   b. For each provider in the class, the Department will calculate an amount as follows using data from each provider’s most recent cost report:
      i. Provider’s total costs for covered ambulance services will be calculated based on submittal of the Department’s approved cost report.
      ii. Total fee schedule payments received for covered ambulance services by Provider will be subtracted from costs to determine the cost coverage gap.
      iii. The cost coverage gap will be divided by the number of Specified Covered Ambulance Services to determine a per service add-on payment

3.03 For FFS claims, the Department will add the calculated add-on amount to Provider’s rate on the FFS fee schedule and the enhanced rate will be paid with the original claim.

3.04 On a quarterly basis, using encounter data of paid claims from each MCO in the Managed Care Program received by the Department during the quarter, the Department will identify the number of Specified Covered Ambulance Services provided to each MCO’s enrollees by Provider multiplied by the uniform add-on fee and cause each MCO to pay provider the amount so calculated.

3.05 If mutually agreed upon by the Department and all Participating Municipal Ambulance Providers, the payment of enhanced rates may be moved from a quarterly basis to a monthly basis.
ARTICLE IV
TERM

4.01 Term. This Agreement shall commence October 1, 2019, or as soon as federal approval is received for the Directed Payments required by this Agreement and shall continue until otherwise terminated by the Parties.

ARTICLE V
TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days’ prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days’ written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI
MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
6.04 **Records Retention.** The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 **No Personal Liability.** No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 **Assignment; Binding Effect.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 **Notices.** All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov  
Kiran.Mehta@illinois.gov

To the City of Evanston: Brian Scott, Fire Chief  
bscott@cityofevanston.org

Paul Polep, Fire Deputy Chief  
ppolep@cityofevanston.org

6.10 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF EVANSTON

___________________________
Erika Storlie
Interim City Manager

Date: ________________

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

___________________________
Theresa Eagleson
Director

Date: ________________
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Hitesh Desai, Chief Financial Officer
Subject: Ordinance 144-O-19, Approving and Authorizing the Issuance and Sale of Not-to-Exceed of Series 2019A and Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois, For the Benefit of Chiaravalle Montessori School; Authorizing the Execution and Delivery of a Bond, Loan Agreement and Other Documents Related Thereto; Authorizing the Sale of Said Bonds to Fifth Third Bank, N.A.; and Approving Related TEFRA hearing (Chiaravalle Conduit Financing)

Date: October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 144-O-19, Approving and Authorizing the Issuance and Sale of Not-to-Exceed $3,925,000 Aggregate Principal Amount of Revenue Bonds, Series 2019A (Chiaravalle Montessori School) and $3,735,000 Aggregate Principal Amount of Revenue Bonds, Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois, For the Benefit of Chiaravalle Montessori School; Authorizing the Execution and Delivery of a Bond and Loan Agreement and Other Documents Related Thereto; Authorizing the Sale of Said Bonds to Fifth Third Bank, N.A.; and Approving Related Matters Thereto.

Funding Source:
The City will not incur a liability to repay this debt in the event of a default by Chiaravalle Montessori School.

Council Action:
For Introduction

Summary:
Chiaravalle, an Illinois not-for-profit corporation, has requested the City act as the conduit financing authority for their debt issuance. Attached is an ordinance approving and authorizing the issuance and sale of not to exceed $3,925,000 aggregate principal amount of Revenue Bonds, Series 2019A (Chiaravalle Montessori School) and $3,735,000 aggregate principal amount of Revenue Bonds, Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois, for the benefit of Chiaravalle Montessori School; authorizing the
execution and delivery of a bond and loan agreement and other documents related thereto; authorizing the sale of said Bonds to Fifth Third Bank, N.A.; and approving related matters thereto.

Chiaravalle requests the 2019A Bonds be issued in order to be used, together with other available funds to (i) refund the City of Evanston Revenue Refunding Bonds, Series 2014A, and (ii) pay certain costs incurred in connection with the issuance of the Series 2019A Bonds and the refunding of the Refunded Series 2014A Bonds (collectively, the “Series 2019A Financing Purposes”).

Chiaravalle also desires that the Series 2019B Bonds be issued in order to be used, together with other available funds to (i) refund the City of Evanston Revenue Bonds, Series 2014B (Chiaravalle Montessori School) ((ii) finance or refinance, or reimburse itself for, the cost of further renovation, exterior and interior expansion, improvement and equipping of the School Facility (the “Series 2019B Project”), (iii) fund certain working capital and iv) pay certain costs incurred in connection with the issuance of the Series 2019B Bonds and the refunding of the Refunded Series 2014B Bonds (collectively, the “Series 2019B Financing Purposes” and together with the Series 2019A Financing Purposes, the “Financing Purposes”).

In 2014, the City issued conduit bonds on behalf of Chiaravalle Montessori School, which is an Illinois not-for-profit corporation.

Attachments:
Ordinance 144-O-19 Chiaravalle Montessori Series 2019
Chiaravalle Montessori Series 2019 -- Bond and Loan Agreement
Chiaravalle Montessori Series 2019 -- Bond Purchase Agreement
Chiaravalle Montessori Series 2019 -- Closing Index
144-O-19

An Ordinance

Approving and Authorizing the Issuance and Sale of Not to Exceed $3,925,000 Aggregate Principal Amount of Revenue Bonds, Series 2019A (Chiaravalle Montessori School) and $3,735,000 Aggregate Principal Amount of Revenue Bonds, Series 2019B (Chiaravalle Montessori School) of the City of Evanston, Illinois, For the Benefit of Chiaravalle Montessori School; Authorizing the Execution and Delivery of a Bond and Loan Agreement and Other Documents Related Thereto; Authorizing the Sale of Said Bonds to Fifth Third Bank, N.A.; and Approving Related Matters Thereto

WHEREAS, pursuant to the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Evanston, Cook County, Illinois (the "City"), a municipality and home rule unit of the State of Illinois (the "State"), is authorized and empowered to exercise any power or perform any function pertaining to its government or affairs, including the issuance of revenue bonds to finance projects within the territorial limits of the City or to refund bonds issued to finance said projects, and may authorize the issuance of such revenue bonds by ordinance adopted by the City Council of the City (the "City Council"); and

WHEREAS, Chiaravalle Montessori School, an Illinois not for profit corporation (the "Borrower"), has requested that the City Council approve the issuance by the City of qualified 501(c)(3) revenue bonds under Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), through the issuance of its Revenue Bonds, Series 2019 (Chiaravalle Montessori School) (the "Series 2019A Bonds") and its Revenue Bonds, Series 2019B (Chiaravalle Montessori School) (the "Series 2019B Bonds" and collectively with the Series 2019A Bonds, the "Bonds"); and
WHEREAS, the Borrower desires that the Series 2019A Bonds be issued in order to be used, together with other available funds to (i) refund the City of Evanston Revenue Refunding Bonds, Series 2014A (Chiaravalle Montessori School) (the “Series 2014A Bonds” and those Series 2014A Bonds being refunded, the “Refunded Series 2014A Bonds”), the proceeds of which were used to finance certain prior bonds of the City, which such prior bonds were used to finance the acquisition of land at 425 Dempster Street and an existing school facility then owned by the City and previously leased and operated by the Borrower (the “School Facility”) as well as renovations and improvements to the School Facility, and (ii) pay certain costs incurred in connection with the issuance of the Series 2019A Bonds and the refunding of the Refunded Series 2014A Bonds (collectively, the “Series 2019A Financing Purposes”); and

WHEREAS, the Borrower desires that the Series 2019B Bonds be issued in order to be used, together with other available funds to (i) refund the City of Evanston Revenue Bonds, Series 2014B (Chiaravalle Montessori School) (the “Series 2014B Bonds” and those Series 2014B Bonds being refunded, the “Refunded Series 2014B Bonds” and together with the Refunded Series 2014A Bonds, the “Refunded Bonds”), the proceeds of which were used to finance the costs of renovation, exterior and interior expansion, improvement and equipping of the School Facility (the “Series 2014B Project”), (ii) finance or refinance, or reimburse itself for, the cost of further renovation, exterior and interior expansion, improvement and equipping of the School Facility (the “Series 2019B Project”), (iii) fund certain working capital, and (iv) pay certain costs incurred in connection with the issuance of the Series 2019B Bonds and the refunding of the Refunded Series 2014B Bonds (collectively, the “Series 2019B Financing
Purposes” and together with the Series 2019A Financing Purposes, the “Financing Purposes”); and

WHEREAS, in 2014 when the City approved the issuance of the Series 2014 Bonds, the City designated the Series 2014 Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of the Code; and

WHEREAS, the City wishes to provide financing to the Borrower for the Financing Purposes through the issuance and sale of the Bonds, which will be issued pursuant to a Bond and Loan Agreement (the “Loan Agreement”) by and among the City, the Borrower and Fifth Third Bank, N.A., as the purchaser of the Bonds (the “Purchaser”), and in accordance with this Ordinance authorizing the issuance of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is now necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Loan Agreement, a Tax Compliance Agreement dated the date of issuance of the Series 2019A Bonds (the “Series 2019A Tax Compliance Agreement”), between the City and the Borrower, a Tax Compliance Agreement dated the date of issuance of the Series 2019B Bonds (the “Series 2019B Tax Compliance Agreement” and together with the Series 2019A Tax Compliance Agreement, the “Tax Compliance Agreements”), the Bond Purchase Agreement (the “Series 2019A Purchase Contract”) among the Issuer, the Borrower and the Purchaser and the Bond Purchase Agreement (the “Series 2019B Purchase Contract” and together with the Series 2019A Purchase Contract, the “Purchase Contracts”) among the Issuer, the Borrower and the Purchaser; and
WHEREAS, the proposed form of the Loan Agreement, including the form of Bond attached thereto as Exhibit A, has been prepared and is on file with the City Treasurer; and

WHEREAS, the financing of the Financing Purposes and the issuance of the Bonds will be beneficial economically to the Borrower and will enable the Borrower to offer more of its services to the City’s residents thereby promoting the well-being of the residents of the City and will enhance the quality of life of the residents of the City and therefore is for a proper public purpose; and

WHEREAS, the Bonds shall be special, limited obligations of the City, payable solely from the revenues and income pursuant to the Loan Agreement, and the Bonds shall not constitute an indebtedness or obligation of the City, the State or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any of the City, the State or any political subdivision thereof; and no holder of any Bond shall have the right to compel any exercise of the taxing power of the City, the State or any political subdivision thereof, to pay the principal of the Bonds or the interest or premium, if any, thereon; and

WHEREAS, the Purchaser has agreed to buy the Bonds on a negotiated basis; and

WHEREAS, pursuant to the provisions of Section 147(f) of the Code, the City Council, being the elected legislative body of the City and the applicable elected representative required to approve the issuance of the Bonds within the meaning of Section 147(f) of the Code, held a public hearing on the proposed plan to refund the
Refunded Bonds and finance the 2019B Project and the issuance of the Bonds on October 28, 2019, pursuant to notice published at least seven (7) days prior to such public hearing in the *Chicago Sun-Times*, a newspaper of general circulation in the City, on October 18, 2019,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Evanston, Cook County, Illinois, as follows:

**SECTION 1.** All of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

**SECTION 2.** The Financing Purposes are hereby authorized and determined to be in the public interest and in furtherance of the public purposes of the City.

In order to provide for the Financing Purposes, there shall be and there is hereby authorized to be issued by the City two series of bonds: (i) the Series 2019A Bonds to be dated the date of issuance, in the aggregate principal amount not to exceed $3,925,000; and (ii), the Series 2019B Bonds to be dated the date of issuance, in the aggregate principal amount not to exceed $3,735,000.

The Bonds shall initially bear interest at fixed interest rates as provided in the Loan Agreement; the Bonds shall be dated and executed in the manner set forth in the Loan Agreement; shall bear interest from their date on the unpaid principal thereof at rates not exceeding the maximum rate per annum permitted under Illinois law; shall mature no later than November 1, 2045; and shall be subject to redemption and tender prior to maturity at the times, under the circumstances, in the manner and at the redemption prices or purchase prices set forth in the Loan Agreement, as executed and delivered.
The Bonds are issued in the exercise of the City’s powers as a home rule unit of government under the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and this Ordinance, and do not and shall never constitute an indebtedness or obligation of the City, the State or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any, of the State, the City, or any other political subdivision thereof. The Bonds are special, limited obligations of the City, payable solely out of the revenues and income of the City derived pursuant to the Loan Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the City, the State or any other political subdivision thereof, to pay the principal of the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Loan Agreement against any past, present or future member, officer, alderman, agent, employee or official of the City. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, the Loan Agreement or any other document executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, alderman, agent or employee of the City in his or her individual capacity and neither any official of the City nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.
SECTION 3. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk of the City and shall have printed thereon a facsimile of its official seal or impressed thereon manually its official seal. In case any officer who shall have signed (whether manually or in facsimile) any of the Bonds shall cease to be such officer of the City before the Bonds have been delivered, such Bonds with the signatures thereto affixed may nevertheless be delivered as though the person or persons who signed such Bonds had remained in office.

SECTION 4. The form, terms and provisions of the Loan Agreement and the Purchase Contracts, are hereby in all respects approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Loan Agreement, the Purchase Contracts in the name and on behalf of the City. The Loan Agreement and the Purchase Contracts, as executed and delivered, shall be in substantially the form now on file with the City Treasurer and hereby approved, or with such changes therein as shall be approved by the officer of the City executing the same. Execution of the Loan Agreement, the Purchase Contracts shall constitute conclusive evidence of such officer’s approval of any and all changes or revisions therein from the form of the Loan Agreement and the Purchase Contract now before this meeting; and from and after the execution and delivery of the Loan Agreement, the Purchase Contracts, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and approve all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and the Loan Agreement, including the approval of a mortgage or other security interests.
The City is hereby authorized to enter into the Tax Agreements with the Borrower in the form to be approved by bond counsel, by counsel for the City and by counsel for the Borrower; that the Mayor of the City be, and each of them hereby is, authorized, empowered and directed to execute and deliver the Tax Agreement in the form so approved; that when the Tax Agreement is executed and delivered on behalf of the City as hereinabove provided, such Tax Agreement will be binding on the City; and that from and after the execution and delivery of the Tax Agreement, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Tax Agreement as executed.

SECTION 5. The sale of each series of the Bonds to the Purchaser at a price equal to no less than 98% of the principal amount thereof applicable to each series, is hereby authorized and approved.

SECTION 6. From and after the execution and delivery of the foregoing documents, the proper officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, including a Letter of Representations with The Depository Trust Company, as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this Ordinance, including the preambles hereto.
SECTION 7. Pursuant to Section 265(b)(3)(D)(i) of the previously defined Code, the City may issue not more than $10,000,000 of bonds it designates as “qualified tax-exempt obligations”. In addition to bonds designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(D)(i) of the Code, certain bonds may be “deemed” designated as “qualified tax-exempt obligations” if such bonds meet the requirements of Section 265(b)(3)(D)(ii) of the Code. For purposes of this Section, the term “tax-exempt obligations” includes “governmental use bonds” and “qualified 501(c)(3) bonds” (as defined in Section 145 of the Code) but does not include other “private activity bonds” (as defined in Section 141 of the Code). Since the proceeds of the Series 2019A Bonds are being used to currently refund the previously described Refunded Series 2014A Bonds and the Series 2019A Bonds meet the other requirements of Section 265(b)(3)(D)(ii) of the Code, the Series 2019A Bonds are deemed designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(D)(ii) of the Code.

SECTION 8. The publication of the notice of the public hearing and the conduct of such public hearing by the City Council on October 28, 2019 are hereby, in all respects, ratified, approved and confirmed. The City Council, as an “applicable elected representative” of the City pursuant to Section 147(f) of the Code, hereby approves the issuance of the Bonds to finance the Financing Purposes, and the plan of financing, under the terms and conditions set forth herein. This approval shall constitute the approval of the Bonds pursuant to Section 147(f) of the Code.
All acts and doings of the officials of the City that are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance of the Bonds be, and the same are hereby in all respects, approved and confirmed.

SECTION 9. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

SECTION 10. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 11. A copy of this Ordinance shall be filed in the office of the City Clerk and shall be made available for public inspection in the manner required by law.

SECTION 12. This Ordinance shall become effective upon its passage and approval.

Alderman ____________ moved, seconded by Alderman ____________ that Ordinance No. ______ be adopted.

Introduced: ________________, 2019               Approved: 

Adopted: ________________, 2019               _____________________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Page 12 of 91
Published in pamphlet form by authority of the City Council on November __, 2019.

ATTEST:

City Clerk, City of Evanston
Cook County, Illinois
BOND AND LOAN AGREEMENT

among

CITY OF EVANSTON, ILLINOIS

CHIARAVALLE MONTESSORI SCHOOL,

and

FIFTH THIRD BANK, N.A.

Dated as of December 1, 2019

_____________________________________

$3,925,000 aggregate principal amount
City of Evanston, Illinois
Revenue Bonds, Series 2019A
(Chiaravalle Montessori School)

and

$3,735,000 maximum aggregate principal amount
City of Evanston, Illinois
Revenue Bonds, Series 2019B
(Chiaravalle Montessori School)
# TABLE OF CONTENTS

## ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION .............................................................2

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Definitions.</td>
</tr>
<tr>
<td>1.2</td>
<td>Rules of Construction</td>
</tr>
</tbody>
</table>

## ARTICLE II REPRESENTATIONS.............................................................................................................8

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Representations of Issuer</td>
</tr>
<tr>
<td>2.2</td>
<td>Representations of Borrower</td>
</tr>
<tr>
<td>2.3</td>
<td>Representations, Warranties and Acknowledgements of Purchaser</td>
</tr>
</tbody>
</table>

## ARTICLE III ISSUANCE AND SALE OF BONDS; PROVISIONS AS TO FUNDS, PAYMENTS AND PROJECT; ISSUER COVENANTS ...........................................................................................................15

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Agreement to Issue and Sell the Bonds; Application of Bond Proceeds</td>
</tr>
<tr>
<td>3.2</td>
<td>Project Fund and Project Construction</td>
</tr>
<tr>
<td>3.3</td>
<td>Issuance of Bonds; Form; Dating; Delivery</td>
</tr>
<tr>
<td>3.4</td>
<td>Principal of and Interest on the Bonds</td>
</tr>
<tr>
<td>3.5</td>
<td>Optional and Mandatory Tender</td>
</tr>
<tr>
<td>3.6</td>
<td>Bond Advances</td>
</tr>
<tr>
<td>3.7</td>
<td>Payments; Special, Limited Obligations</td>
</tr>
<tr>
<td>3.8</td>
<td>Payment on Non-Business Days</td>
</tr>
<tr>
<td>3.9</td>
<td>[Reserved]</td>
</tr>
<tr>
<td>3.10</td>
<td>Redemption</td>
</tr>
<tr>
<td>3.11</td>
<td>Bond Register</td>
</tr>
<tr>
<td>3.12</td>
<td>Mutilated, Lost, Stolen or Destroyed Bonds</td>
</tr>
<tr>
<td>3.13</td>
<td>Cancellation of Bonds</td>
</tr>
<tr>
<td>3.14</td>
<td>Temporary Bond</td>
</tr>
<tr>
<td>3.15</td>
<td>Further Assurances</td>
</tr>
<tr>
<td>3.16</td>
<td>Tax Exemption</td>
</tr>
<tr>
<td>3.17</td>
<td>Performance of Covenants; Issuer</td>
</tr>
<tr>
<td>3.18</td>
<td>Fees, Charges and Expenses of the Issuer</td>
</tr>
<tr>
<td>3.19</td>
<td>Provisions for Payment of Expenses</td>
</tr>
</tbody>
</table>

## ARTICLE IV REPAYMENT ......................................................................................................................26

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Loan Repayment</td>
</tr>
<tr>
<td>4.2</td>
<td>Prepayments</td>
</tr>
<tr>
<td>4.3</td>
<td>Assignment and Pledge; Obligations of Borrower Unconditional</td>
</tr>
<tr>
<td>4.4</td>
<td>Additional Expenses</td>
</tr>
</tbody>
</table>

## ARTICLE V BORROWER COVENANTS........................................................................................................27

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Financing Statements</td>
</tr>
<tr>
<td>5.2</td>
<td>Borrower’s Obligation with Respect to Exclusion of Interest Paid on the Bonds</td>
</tr>
</tbody>
</table>
Section 5.3   Maintenance of Not For Profit Existence, Tax Status and Operation of Facilities

Section 5.4   Maintenance of Corporate Existence; Dissolution; Merger or Consolidation

Section 5.5   Operation, Sale, Lease or Sublease of the Project

Section 5.6   No Warranty by the Issuer

Section 5.7   Compliance with Laws

Section 5.8   Application of Certain Restricted Gifts

Section 5.9   Issuer’s and Lender’s Right of Access to the Project

Section 5.10  Maintenance and Repair; Insurance

Section 5.11  Covenants from Borrower to Lender

Section 5.12  Rebate Funds

ARTICLE VI INDEMNIFICATION

Section 6.1   Indemnification

Section 6.2   Default by Issuer — Limited Liability

ARTICLE VII [RESERVED]

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.1   Events of Default

Section 8.2   Acceleration

Section 8.3   Other Remedies

Section 8.4   Waiver of Past Defaults

Section 8.5   Lender May File Proofs of Claim

Section 8.6   Attorneys’ Fees and Expenses

Section 8.7   No Remedy Exclusive

Section 8.8   Enforcement of Unassigned Rights

ARTICLE IX MISCELLANEOUS

Section 9.1   Notices

Section 9.2   Required Reporting to the Issuer

Section 9.3   Binding Effect

Section 9.4   Severability

Section 9.5   Amendments

Section 9.6   Governing Law

Section 9.7   Term of this Agreement

Section 9.8   Immunity of Officers, Aldermen, Employees, and Officials of Issuer and Borrower

Section 9.9   Captions; References to Sections

Section 9.10  Complete Agreement

Section 9.11  Terms of this Agreement; Discharge

Section 9.12  Counterparts

Exhibit A   —   The Project

Exhibit B-1  —   Form of Series 2019A Bonds

Exhibit B-2  —   Form of Series 2019B Bonds

Page 16 of 91
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>Form of Disbursement Requisition</td>
<td>C-1-1</td>
</tr>
<tr>
<td>C-2</td>
<td>Form of Completion Certificate</td>
<td>C-2-1</td>
</tr>
<tr>
<td>D</td>
<td>Form of Disbursement Request for Costs of Issuance</td>
<td>D-1</td>
</tr>
<tr>
<td>E</td>
<td>Form of Bond Advance Requisition</td>
<td>E-1</td>
</tr>
<tr>
<td>F</td>
<td>Form of Investor Letter</td>
<td>F-1</td>
</tr>
<tr>
<td>I</td>
<td>Amortization Schedule</td>
<td>I-1</td>
</tr>
</tbody>
</table>
BOND AND LOAN AGREEMENT

BOND AND LOAN AGREEMENT dated as of December 1, 2019, among the CITY OF EVANSTON, COOK COUNTY, ILLINOIS, a municipal corporation and home rule unit of local government under the laws of the State (as defined below), as issuer (the “City” or the “Issuer”), CHIARAVALLE MONTESSORI SCHOOL, an Illinois not-for-profit corporation (the “Borrower”), and FIFTH THIRD BANK, N.A., a national banking association (the “Purchaser” and/or the “Lender”).

WHEREAS, Issuer is authorized under its home rule powers to issue its revenue bonds and to loan the proceeds thereof to the Borrower for the Financing Purposes (as hereinafter defined); and

WHEREAS, the Borrower is a not for profit corporation established for the purpose of providing educational services, is an organization described in Section 501(c)(3) of the Code (defined below) and is authorized to purchase and hold real and personal property and borrow money to finance or refinance the same; and

WHEREAS, the Borrower has requested that the Issuer issue its (i) Revenue Bonds, Series 2019 (Chiaravalle Montessori School) (the “Series 2019A Bonds”) and (ii) Revenue Bonds, Series 2019B (Chiaravalle Montessori School) (the “Series 2019B Bonds” and collectively with the Series 2019A Bonds, the “Bonds”); and

WHEREAS, the Borrower desires that the Series 2019A Bonds be issued in order to be used, together with other available funds to refund the City of Evanston Revenue Refunding Bonds, Series 2014A (Chiaravalle Montessori School) (the “Refunded Series 2014A Bonds”), the proceeds of which were used to finance certain prior bonds of the Issuer, which such prior bonds were used to finance the acquisition of land at 425 Dempster Street and an existing school facility then owned by the City and previously leased and operated by the Borrower (the “School Facility”) as well as renovations and improvements to the School Facility (collectively, the “Series 2019A Financing Purposes”); and

WHEREAS, the Borrower desires that the Series 2019B Bonds be issued in order to be used, together with other available funds to (i) refund the City of Evanston Revenue Bonds, Series 2014B (Chiaravalle Montessori School) (the “Refunded Series 2014B Bonds”) and together with the Refunded Series 2014A Bonds, the “Refunded Bonds”), the proceeds of which were used to finance the costs of renovation, exterior and interior expansion, improvement and equipping of the School Facility, and (ii) finance or refinance, or reimburse itself for, the cost of further renovation, exterior and interior expansion, improvement and equipping of the School Facility (the “Project”) (collectively, the “Series 2019B Financing Purposes” and together with the Series 2019A Financing Purposes, the “Financing Purposes”); and

WHEREAS, the Issuer has determined that the public interest will be served by the Issuer’s issuance of the Bonds and the sale of the Bonds to the Purchaser in order to obtain funds to loan to Borrower pursuant to this Agreement for the Financing Purposes (the “Loan”); and

WHEREAS, Borrower shall make payments on the Loan directly to the Lender, as assignee of Issuer and agent for the holders of the Bonds, pursuant to the terms set forth in this Agreement; and

WHEREAS, the obligations of the Issuer under this Agreement are special, limited obligations of the Issuer, payable solely out of the revenues and income derived under this Agreement; and
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, Lender, Issuer and Borrower agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions.

For all purposes of this Agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings.

“Agreement” means this Bond and Loan Agreement, as amended or supplemented from time to time in accordance with its terms.

“Authorized Borrower Representative” means the Director of Finance and Operations of the Borrower or such other officer or officers of the Borrower identified in a written certificate signed by such officer delivered to the Issuer and the Lender.

“Bankruptcy Law” means Title 11 of the United States Code or any similar Federal or state law for the relief of debtors. “Custodian” means any assignee, custodian, liquidator, receiver, trustee or similar official under any Bankruptcy Law.

“Bond Advance” means an advance of Series 2019B Bond proceeds by the Purchaser of the 2019B Bonds to the Corporation in accordance with this Agreement.

“Bond Advance Requisition” means the applicable form of requisition for a Bond Advance attached to the Agreement as Exhibit E.

“Bond Amortization Amount” means for each Bond Year and for each series of Bonds, the amount set forth on Schedule I.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and acceptable to Issuer and Lender.

“Bond Proceeds” means the total amount of money or other consideration to be paid or provided by Lender for application in accordance with this Agreement, including the Project Costs.

“Bond Ordinance” means the Issuer’s Ordinance No. 51-0-14 adopted on November 11, 2019.

“Bond Registrar” means the Lender.

“Bond Year” means the one-year period (or shorter period for the first or last year prior to the payment in full of the Bonds) ending on each May 1.


“Borrower” means Chiaravalle Montessori School, an Illinois not-for-profit corporation, and its successors and assigns, and any surviving, resulting or transferee entity as provided in Section 5.4 and/or 7.1 of this Agreement.
“Borrower Agreements” means, collectively, this Agreement, the Mortgage, the Tax Agreements, the Environmental Indemnity Agreement and any other agreements, documents or certificates executed by Borrower in connection with the Loan contemplated by this Agreement.

“Business Day” means any day other than a Saturday, Sunday, federal holiday or other day on which the New York Stock Exchange is regularly closed, (i) with respect to all notices and determinations in connection with the LIBOR Rate, any day (other than a Saturday or Sunday) on which commercial banks are open in London, England, New York, New York, and Cincinnati, Ohio for dealings in deposits in the London Interbank Market; and (ii) in all other cases, any day on which commercial banks in Cincinnati, Ohio are required by law to be open for business.

“Closing Date” means the date of initial issuance and delivery of the Bonds to the Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended. Each citation to a Section of the Code shall include the Treasury regulations applicable to such Section.

“Commitment Termination Date” means June 1, 2021.

“Continuing Covenants Agreement” means the Continuing Covenants Agreement dated December ___, 2019 between the Purchaser and the Borrower.

“Default Rate” shall have the meaning set forth in Section 3.3 hereof.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement dated the Closing Date from the Borrower to the Lender.


“Event of Default” is defined in Section 8.1 of this Agreement.

“GAAP” means generally accepted accounting principles consistently applied.

“Governmental Authority” means any nation or government, any state, department, agency or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

“Initial Interest Period” is the first such period of time following the Closing Date for each Bond as follows: For the Series 2019A Bonds, the Initial Interest Period shall commence on the Closing Date and end on December 1, 2026. For the Series 2019B Bonds, the Initial Interest Period shall commence on the Closing Date and end on December 1, 2026.

“Interest Payment Date” means the first Business Day of each calendar month.

“Interest Period” means each period of time that interest on the Bonds is equal to a particular interest rate determined as provided in Section 3.4 of this Agreement. After the Initial Interest Period for each series of the Bonds, the subsequent Interest Periods shall be periods with a duration determined as provided in Section 3.4 hereof.
“Issuer” means the City of Evanston, Cook County, Illinois.

“Lender” means (a) Fifth Third Bank, N.A., acting as lender under this Agreement and the purchaser of the Bonds on the Closing Date, (b) any surviving, resulting or transferee corporation of Fifth Third Bank, N.A. and (c) except where the context requires otherwise, any assignee(s) of Lender.

“LIBOR Rate” means, with respect to any Interest Period, the rate per annum equal to the London Interbank Offered Rate (“LIBOR”) administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) (“ICE LIBOR”), as published by Bloomberg Financial Markets system (or another commercially available source providing quotations of ICE LIBOR as reasonably designated by the Administrative Agent from time to time, rounded upwards, if necessary, to the next 1/8 of 1% and adjusted for reserves if Lender is required to maintain reserves with respect to relevant advances) at approximately 11:00 a.m. (London time) two (2) Business Days prior to the commencement of such Interest Period, for United States Dollars (for delivery on the first day of such Interest Period). The LIBOR Rate shall never be less than zero percent (0.00%) at any time. [The Administrative Agent may unilaterally adjust the LIBOR Rate for any reserve requirement and any subsequent costs arising from a change in government regulation, or may substitute an alternative rate in the event that LIBOR becomes unavailable. The Administrative Agent shall provide notice to Borrower of adjustment to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of the Administrative Agent, for the implementation and administration of the replacement index-based rate and such amendment shall become effective on the fifth (5th) Business Day after the date that a draft of the notice of adjustment is provided to Borrower, unless Administrative Agent receives, on or before such fifth (5th) Business Day, a written notice from Borrower stating that the Borrower objects to such adjustment.]

“LIBOR Rate Margin” shall mean two hundred fifteen (215) basis points.

“London Banking Day” means any day other than a day on which banks in London, England are required or authorized to close.

“Loan” means the loan of the Bond Proceeds from Issuer to Borrower pursuant to this Agreement, said Loan being in principal amount equal to the then outstanding principal amount of the Bonds.

“Maximum Principal Amount,” with respect to the Series 2019B Bonds, means $3,735,000; provided that the actual Outstanding Principal Amount shall be determined by reference to Exhibit 1 to the Series 2019B Bond.

“Maximum Rate” means 9% per annum.

“Mortgage” means the Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing dated the Closing Date from the Borrower to the Lender, as amended from time to time.

“Mortgaged Property” means Property of the Borrower subject to the lien of the Mortgage.

“Opinion of Counsel” means a written opinion of counsel who is acceptable to the Lender. The counsel may be an employee of or counsel to the Issuer or the Borrower.
The term “outstanding” when used with reference to the Bonds, or “Bond outstanding” means the originally authenticated Bonds which are delivered to the Purchaser under this Agreement, except the following:

(a) A canceled Bond or a Bond delivered to the Bond Registrar for cancellation.

(b) A Bond in lieu of which another Bond has been authenticated under Section 3.9 (relating to registration and exchange of a Bond) or 3.10 (relating to a partially redeemed Bond), Section 3.11 (relating to a transferred or exchanged Bond) or Section 3.12 (relating to a mutilated, lost, stolen or destroyed Bond).

(c) The Bonds to the extent provision for payment thereof has been made via creation of an irrevocable escrow pursuant to Section 9.10 hereof.

“Outstanding Principal Amount” means (a) with respect to the Series 2019A Bonds, the principal amount of the Outstanding Bonds of that series; and (b) with respect to the Series 2019B Bonds, the principal amount equal to the difference between (1) the sum of all Bond Advances and (2) the sum of all principal amounts of the Series 2019B Bond therefore paid or prepaid.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“Plans and Specifications” mean the plans and specifications for the Project delivered to Lender and identified as such, which have been approved by Lender, together with such changes and additions as may be approved by Lender in writing.

“Potential Default” means an event or condition which, but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

“Project Costs” means the acquisition and renovation costs of the Project, including those to be paid to any vendor or contractor thereof or reimbursed to Borrower for any portion thereof, and any administrative, engineering, legal, financial and other costs incurred by Lender, Issuer or Borrower in connection with the acquisition, construction and renovation of the Project or the financing of the Project and the issuance of the Bonds.

“Project” means the facilities described in Exhibit A hereto.

“Project Certificate” means the Project Certificate of the Borrower dated the Closing Date, as amended from time to time.

“Project Fund” means the Project Fund created pursuant to Section 3.2 hereof.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.


“Purchaser” means the registered owner of the Bonds, initially Fifth Third Bank, N.A., and its successors and assigns.
“Qualified Costs” means that portion of the costs of the Project which are used for purposes consistent with the applicable Tax Agreement and will not cause any of the representations or certifications contained in the applicable Tax Agreement to be untrue or result in a violation of any covenant in the applicable Tax Agreement.

“Qualified Investments” means any of the following obligations or securities, to the extent permitted by law and subject to the provisions of the applicable Tax Agreement: (i) direct obligations of, or obligations the timely payment of the principal of, and interest on, which are fully and unconditionally guaranteed by, the United States of America, which, at the time of investment, are not subject to prepayment or redemption prior to maturity, (ii) certificates of deposit issued by, or bankers’ acceptances of, or time deposits with, the Lender or any bank, trust company or national banking association incorporated, having a branch in or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $50,000,000, (iii) commercial paper of any holding company of a bank, trust company or national banking association described in (ii), (iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by a Rating Agency (as defined below) equal to the highest rating assigned by such organization, (v) U.S. dollar-denominated certificates of deposits issued by, or time deposits with, the European subsidiaries of any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $50,000,000 and in each case having a rating assigned to its senior debt securities by a Rating Agency equal to an investment grade rating assigned by such organization, (vi) repurchase agreements with any bank, broker, dealer or other financial institution having combined capital and surplus and retained earnings of at least $50,000,000 secured by any of the obligations described in clauses (i) through (v) above, (vii) Tax-Exempt Obligations (as defined in the Tax Agreements) rated in one of the two highest full rating categories by any Rating Agency, (viii) money market funds registered as investment companies under the federal “Investment Company Act of 1940”, as amended, whose investment policies include seeking to maintain a constant share price and which invest exclusively in the investments or securities referred to in (i) through (v) above, or (ix) any other investment permitted by the Lender.


“Rate Reset Date” means each of and the day immediately following the last day of each subsequent Interest Period.


“Refunded Bonds” has the meaning set forth in the preambles hereto.

“Refunded Series 2014A Bonds” has the meaning set forth in the preambles hereto.

“Refunded Series 2014B Bonds” has the meaning set forth in the preambles hereto.

“Related Documents” means this Agreement, the Purchase Contracts, the Mortgage, the Environmental Indemnity Agreement and the Tax Agreements and any other agreement or instrument relating thereto.

“Restricted Project Gifts” has the meaning set forth in Section 5.9 hereof.

“Series 2019A Designated Percentage” means sixty nine percent (69%) during the Initial Interest Period and such other percentage as shall be determined by the Purchaser during any subsequent Interest Periods.


“Series 2019A Rebate Fund” means the fund by that name created under the Series 2019A Tax Agreement.

“Series 2019A Tax Agreement” means the Tax Compliance Agreement of the Issuer and the Borrower dated the Closing Date, as amended from time to time, and related to the Series 2019A Bonds.


“Series 2019B Designated Percentage” means seventy nine percent (81%) during the Initial Interest Period and such other percentage as shall be determined by the Purchaser during any subsequent Interest Periods.

“Series 2019B Purchase Contract” means Bond Purchase Agreement dated December [6], 2019, among the Issuer, the Borrower and the Purchaser related to the Series 2019B Bonds.

“Series 2019B Rebate Fund” means the fund by that name created under the Series 2019B Tax Agreement.

“Series 2019B Tax Agreement” means the Tax Compliance Agreement of the Issuer and the Borrower dated the Closing Date, as amended from time to time, and related to the Series 2019B Bonds.

“State” means the State of Illinois.


“Tax-Exempt Organization” means an entity organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Title Company” means Chicago Title Insurance Company.

“Title Policy” that certain ALTA Lender’s Policy insuring the first priority lien of the Mortgage on the Project and showing the Borrower as the fee simple title holder of the Project, in an
amount at the Closing Date equal to $7,660,000, subject to the exceptions approved by Lender in its sole
discretion with endorsements thereto reasonably requested by Lender or its counsel.

“Unassigned Rights” means the rights of the Issuer under Sections 2.1(e), 2.3(n), 3.17, 3.18, 4.4, 5.9, 6.2, 8.6, 9.2, 9.9 and 9.10 hereunder and its rights to receive notices hereunder and to
to consent to supplements and amendments hereto.

Section 1.2 Rules of Construction. i) The singular form of any word used herein,
including the terms defined in Section 1.1 hereof, shall include the plural, and vice versa, unless the
context otherwise requires. The use herein of a word of any gender shall include correlative words of all
genders.

(a) Unless otherwise specified, references to Articles, Sections and other
subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of
this Agreement as originally executed. The words “hereof,” “herein,” “hereunder” and words of
similar import refer to this Agreement as a whole and not to any particular Article, Section or
subdivision hereof.

(b) The headings or titles of the several Articles and Sections, and to any table of
contents appended to copies hereof, shall be solely for convenience of reference and shall not
affect the meaning, construction or effect of the provisions hereof.

ARTICLE II
REPRESENTATIONS

Section 2.1 Representations of Issuer. The Issuer represents as follows:

(a) Issuer is a municipal corporation and home rule unit of local government under
the Constitution and the laws of the State, is authorized to enter into the transactions
contemplated by this Agreement and to carry out its obligations hereunder and has been duly
authorized to execute and deliver this Agreement and the Bonds;

(b) It is the Issuer’s understanding, based upon certain representations of the
Borrower, that the issuance and sale of the Bonds and the loaning of the proceeds of the Bonds to
the Borrower (which proceeds, along with certain other moneys, will be applied for the benefit of
the Borrower) is to provide a portion of the moneys required to pay the Financing Purposes;

(c) To provide funds to loan to the Borrower for the purposes described in (b) above,
the Issuer has authorized its Bonds in the aggregate principal amount not to exceed $7,660,000 to
be issued upon the terms set forth in this Agreement, under the provisions of which the Issuer’s
interest in the payments of principal, premium, if any, interest and other revenues hereunder
(other than the Unassigned Rights) are pledged and assigned to the Lender as security for the
payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants
that it has not and will not pledge or assign its interest in this Agreement, or the revenues and
receipts derived pursuant to this Agreement, excepting the Unassigned Rights, other than to the
Lender under this Agreement to secure the Bonds.

(d) None of the Issuer’s execution of this Agreement, its consummation of the
transaction contemplated on its part hereby, or the Issuer’s fulfillment or compliance with the
terms and conditions hereof conflicts with or results in a breach of the terms, conditions and
provisions of any material restriction, agreement or instrument to which the Issuer is a party, or
by which it or any of its property is bound, or constitutes a default under any of the foregoing.

(e) The Issuer covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every Bond executed and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents hereof relating to payment of the Bonds, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by Lender, or shall have received the instrument to be executed and at the option of the Issuer shall have received from the party requesting such action or execution assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Bond Ordinance to issue the Bonds authorized hereby and to execute this Agreement, to grant the security interest herein provided, to assign and pledge this Agreement (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Agreement has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof. Anything contained in this Agreement to the contrary notwithstanding, it is hereby understood that none of the covenants of the Issuer contained in this Agreement are intended to create a general or primary obligation of the Issuer.

Section 2.2 Representations of Borrower. The Borrower represents and warrants as follows:

(a) The Borrower is a not-for-profit corporation duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, is duly authorized and has full power under all applicable laws and its articles of incorporation and By-laws to execute and deliver Borrower Agreements.

(b) The execution and delivery of the Borrower Agreements on the Borrower’s part have been duly authorized by all necessary corporate action, and neither the Borrower’s execution and delivery of the Borrower Agreements, the Borrower’s consummation of the transactions contemplated on its part thereby, nor the Borrower’s fulfillment of or compliance with the terms and conditions thereof, conflicts with or results in a material breach of the Articles of Incorporation or By-Laws of the Borrower or any material agreement or instrument to which the Borrower is now a party or by which it is bound (except for any such breaches for which the Borrower has obtained a waiver or a required consent), or constitutes a material default (or would constitute a material default with due notice or the passage of time or both) under any of the foregoing.

(c) The Project is comprised of the acquisition, renovation, furnishing and equipping of facilities for use by Borrower as a school and the Borrower presently intends to operate the Project for such purpose from the completion of the Project to the expiration or earlier termination of this Agreement. No portion of the Project includes any property used or to be used for sectarian instruction or study or as a place for devotional activities or religious worship or any property which is used or to be used primarily in connection with any part of the program of a school or department of divinity for any religious denomination.
(d) No litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Borrower Agreements or which would in any manner challenge or adversely affect the corporate existence or powers of the Borrower to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Borrower of the Borrower Agreements. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened in writing against the Borrower, except litigation, proceedings or investigations involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of management of the Borrower (i) will be entirely within the applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available assets held under applicable self-insurance programs or (ii) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Borrower.

(e) The Borrower is a Tax-Exempt Organization. The Borrower has received a determination letter from the Internal Revenue Service to the foregoing effect, which letter is in full force and effect. The Borrower has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Code, in an amount which could have a material adverse effect on the Borrower’s status as a Tax-Exempt Organization, or which, if such income were subject to federal income taxation, would have a material adverse effect on the condition, financial or otherwise of the Borrower.

(f) The audited statement of financial position of the Borrower as at May 31, 2019 and statements of activities and cash flows for the fiscal years then ended and statements of activities and cash flows of the Borrower for the period then ended, and the unaudited statement of financial position of the Borrower as most recently furnished to the Lender, fairly present the financial condition of the Borrower as at such dates and the results of its operations and cash flows for the periods then ended in conformity with GAAP. The Borrower has no contingent liabilities which are material to it other than as indicated on such financial statements. Since the date of such audited financial statements, there have been no material adverse changes in the condition (financial or otherwise) of the Borrower.

(g) The information used in the preparation of the financial statements referred to in paragraph (f) above, this Agreement, the Purchase Contracts, the Tax Agreements and any other written statement furnished by the Borrower to the Issuer do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which the Borrower has not disclosed to the Issuer in writing which materially adversely affects or, so far as the Borrower can now foresee, will materially adversely affect the financial condition of the Borrower, the tax-exempt status of the Borrower, the ability of the Borrower to own and operate the Project or the Borrower’s ability to make payments under this Agreement when and as the same become due and payable.

(h) Compliance by the Borrower with the provisions of the Borrower Agreements will not involve, to the extent applicable, any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as “ERISA”), or Section 4975 of the Code. No “employee pension benefit plans”, that are subject to Title IV of ERISA (herein sometimes referred to as “Plans”), maintained by the Borrower, nor any trust created thereunder, have incurred any “accumulated funding deficiency” as defined in Section 302 of ERISA, to the extent applicable and the present value of all benefits vested under all Plans, if any, did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.
(i) The Borrower has any and all necessary licenses and permits to occupy and operate its existing facilities and has obtained, will obtain or will cause to be obtained all necessary licenses and permits to acquire, occupy and operate the Project, as they become required.

(j) The representations and certifications contained in the Tax Agreements executed by the Borrower on the Closing Date are true and correct, and are incorporated by reference herein.

(k) No amounts shall be withdrawn from the Bond Proceeds Account of the Project Fund except to pay, or to reimburse the Borrower for, Qualified Costs. Borrower reasonably expects that it will not take any deliberate action within the meaning of Treas. Reg. §1.141-2(d).

(l) The Borrower has filed or caused to be filed all tax returns required by law to be filed and has paid or caused to be paid all taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than taxes the validity or amount of which are being contested in good faith by the Borrower by appropriate proceedings and for which the Borrower shall have set aside on its books adequate reserves in accordance with GAAP. The charges, accruals and reserves on the books of the Borrower in respect of taxes for all fiscal periods are adequate, and there is no unpaid assessment for additional taxes for any fiscal period or any basis therefor.

(m) No authorization, consent, license, exemption or filing or registration with any court or Governmental Authority is or will be necessary to the valid execution, delivery or performance by the Borrower of any of the Related Documents to which it is a party.

(n) The Borrower has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, Property, business or operations of the Borrower.

(o) The Borrower is not in default under the terms of any covenant, indenture or agreement of or affecting the Borrower or any of its Property, which default would have a material adverse effect on the financial condition, Property, business or operations of the Borrower.

(p) Neither the business nor the Property of the Borrower is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), materially and adversely affecting the business, Property or operations of the Borrower.

(q) No Potential Default or Event of Default has occurred and is continuing.

(r) The Borrower hereby makes to the Purchaser the same representations and warranties as are set forth by it in each Related Document to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated herein by reference for the benefit of the Purchaser with the same effect as if each
and every such representation and warranty and defined term were set forth herein in its entirety and were made as of the date hereof. No amendment to such representations and warranties or defined terms made pursuant to any Related Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Lender.

Section 2.3 Representations, Warranties and Acknowledgements of Purchaser.
The Purchaser represents, warrants and acknowledges as follows:

(a) In purchasing the Bonds, it is not relying on any representations of the Issuer with respect to the financial quality of the Bonds. The Purchaser is relying solely on statements and representations of the Borrower and on its own knowledge and investigation of the facts and circumstances relating to the purchase of the Bonds and hereby waives any claims that it may have against the Issuer or the members of the governing body, the officers, officials, employees and agents of the Issuer with respect to the financial quality of the Bonds arising out of any action such governing body has taken or should have taken in the authorization, issuance or sale of the Bonds or with respect to any statement or representation made by the Issuer in connection with the sale of the Bonds. Insofar as the financial quality of the Bonds is dependent solely on the ability of the Borrower to make all payments as and when due under this Agreement, the Purchaser acknowledges and agrees that it has evaluated the creditworthiness of the Borrower and has determined that, in the absence of the Bonds, the Purchaser would nevertheless be willing to finance and refinance the Project through a commercial loan to the Borrower on substantially the same terms and conditions (other than the interest rates on the Bonds) as set forth in this Agreement.

SPECIFICALLY, AND WITHOUT IN ANY MANNER LIMITING THE FOREGOING, THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT, AMONG OTHER RISKS, THE BONDS ARE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SCHOOL FACILITY AND THAT THE BONDS ARE NOT ENTITLED TO THE BENEFIT OF ANY CREDIT FACILITY.

(b) It intends to treat the purchase of the Bonds as a commercial loan to the Borrower. The Purchaser also represents and warrants that its business is that of a commercial bank, and as such it is an “accredited investor” within the meaning ascribed to that term under Regulation D, Section 501 through 506 of the Securities Act of 1933, as amended. In connection with its business, the Purchaser holds an extensive portfolio of investments and commercial loans, as well as other types of loans. The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of making the loan and purchasing the Bonds.

(c) The Purchaser acknowledges that it is familiar with the conditions, financial and otherwise, of the Borrower. To the extent deemed appropriate in making its investment decision, the Purchaser has discussed the Borrower’s financial condition and the Borrower’s current and proposed business activities with the Borrower. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of the investment in the Bonds and it is able to bear the economic risk of the investment. The Bonds are a security of the kind the Purchaser wishes to purchase and hold for investment, and the nature and amount of the Bonds is consistent with the Purchaser’s investment program. The Purchaser has received from the Borrower all information and materials which it regards as necessary to evaluate all merits and risks of said investment, including copies or forms of the Agreement, the Mortgage and certain
other documents relating to the Bonds and the Project, all of which documents the Purchaser has reviewed. The Purchaser has had the opportunity to ask questions of and has received answers from the Borrower. Specifically, but without limitation, the Purchaser has reviewed all information about the Project to its satisfaction necessary to making its investment decision, as well as information about the investment risks relating to the Bonds, and the Purchaser understands that the Bonds involve a high degree of risk.

(d) The Issuer and the Borrower have made available during the course of the transaction and prior to the purchase of the Bonds, to the Purchaser, the opportunity to ask questions and receive answers from such parties concerning the terms and conditions of the Bonds offering and to obtain any additional information relative to the financial data and business of such parties, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense.

(e) The Purchaser understands that the Bonds will carry no rating from any rating service and have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. The Purchaser represents that it is purchasing the Bonds for investment for its own account and not with the present view of transferring the Bonds or any portion of thereof, directly or indirectly, in such a manner that would require registration under the Securities Act of 1933, as amended. The Purchaser agrees not to sell or transfer the Bonds or to offer participations in the Bonds, except in compliance with any applicable federal or state securities laws.

(f) The Purchaser understands that it may need to bear the risks of the investment in the Bonds for an indefinite time, since any sale prior to maturity may not be possible due to the unmarketability of the Bonds.

(g) The Purchaser has not received from the Issuer any formal or informal official statement, prospectus, offering, circular, private placement memorandum or other disclosure document relating to the Bonds and has concluded that the receipt of one prior to the purchase of the Bonds is not required. It is acknowledged that no information has been provided by the Issuer, or its officials, employees, aldermen, agents or its counsel, and that any information furnished by any other party to the transaction does not purport to fully disclose all information pertinent to the Bonds.

(h) The Purchaser is not now and has never been controlled by, or under common control with, the Borrower. Except as disclosed to the Issuer in writing, the Borrower has never been and is not now controlled by the Purchaser. The Purchaser hereby agrees to deliver to the Issuer a copy of any agreement between the Purchaser and the Borrower or any affiliate of the Borrower relating to the Bonds.

(i) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

(j) In entering into this transaction the Purchaser has not relied upon any representations or opinions made by the Issuer or its counsel relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project and the School Facility (including the refinancing, operation or management thereof), or any other matter pertaining to the merits or
risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Bonds.

(k) The Purchaser understands the following: The Bonds shall not constitute an indebtedness or obligation of the Issuer, the State or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers, if any, of the Issuer, the State, or any other political subdivision thereof. The Bonds are special, limited obligations of the Issuer, payable solely out of the revenues and receipts of the Issuer derived pursuant to the Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any other political subdivision thereof to pay the principal of the Bonds or the interest or premium, if any, thereon.

(l) The Purchaser has been informed that the Bonds have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (i) will not be listed on any stock or other securities exchange, (ii) will carry no rating from any rating service, and (iii) will not be readily marketable.

(m) The undersigned is purchasing the Bonds for the undersigned’s own account or for the account of an affiliate or a related entity 100% of whose common stock is directly or indirectly owned by the undersigned or any of its affiliates (together, a “Related Entity”) not with a view to resale or other distribution thereof except for a transfer to a Related Entity or a participant or otherwise in accordance with this Agreement and applicable law. The Purchaser acknowledges that no market may exist for the resale of the Bonds and that it is able to bear the economic risk of said investment for an indefinite period of time.

(n) The Bonds may be transferred only as a whole, in a single transaction whereby all right, title and interest in and to the Bonds is transferred to a single transferee and only with the prior written consent of the Issuer. The Issuer agrees not to withhold its consent unreasonably, when provided with reasonable evidence of the following:

(i) that the transferee has been provided copies of the Related Documents, all as currently then in effect;

(ii) that the Purchaser’s rights under the Related Documents have been assigned to the transferee as security for the Bonds;

(iii) that the transferee has certified as to the representations contained in this Section 2.3 to the Issuer;

(iv) that the transferee has assumed and undertaken all obligations of the Purchaser under this Agreement, including the obligation to make monies on deposit in the Project Fund available as provided herein;

(v) that the transferee has provided an investment letter to the Issuer a copy of which is attached hereto as Exhibit F hereto; and

(vi) that the transferee has been provided copies of any opinions of counsel previously delivered to the Purchaser.
The Purchaser would have purchased the Bonds regardless of whether or not any other bond of any other Governmental Authority were purchased or issued to finance or refinance the Project. The interest rates for the Bonds was determined independently from the interest rate for any other bond of any other Governmental Authority issued to finance or refinance the Project.

The Purchaser, in its role as the Lender, hereby relinquishes all rights of set off against any and all deposits (general or special, time or demand, provisional or final, in whatever currently) at any time held.

ARTICLE III
ISSUANCE AND SALE OF BONDS; PROVISIONS AS TO FUNDS, PAYMENTS AND PROJECT; ISSUER COVENANTS

Section 3.1 Agreement to Issue and Sell the Bonds; Application of Bond Proceeds. In order to provide funds to finance the Financing Purposes, the Issuer agrees that it will issue, sell and cause to be delivered the Bonds to the Purchaser. The Purchaser agrees that it will purchase the Bonds from the Issuer at a purchase price of 100% of the principal amount thereof payable as provided below. The Issuer will thereupon cause the proceeds received from the sale of the Bonds to be applied as follows and as provided in Sections 3.2 and 3.6 hereof:

(a) $_____________ from the proceeds of Series 2019A Bonds shall be paid to Fifth Third Bank, N.A. to pay in full the Refunded Series 2014A Bonds.

(b) $_____________ from the proceeds of Series 2019B Bonds shall be paid to Fifth Third Bank, N.A. to pay in full the Refunded Series 2014B Bonds.

(c) $______________ shall be paid to the Purchaser from the proceeds of the Series 2019B Bonds pursuant to the initial Bond Advance and deposited in the Bond Proceeds Account of the Project Fund and used for the purposes described in Section 3.2 hereof.

(d) No proceeds of Series 2019A Bonds and no proceeds of the Series 2019B Bonds shall be paid to the Borrower to be used for expenses related to issuing the Bonds and refunding the Refunded Bonds.

Section 3.2 Project Fund and Project Construction.

(a) There is created by the Issuer and ordered to be maintained (except when invested as provided hereinafter) in the custody of the Lender a fund designated “City of Evanston, Illinois – Chiaravalle Montessori School Project Fund” and which will be comprised of two separate deposit accounts designated: (i) the “Bond Proceeds Account” and (ii) the “Non-Bond Proceeds Account.” The proceeds of the sale of each Bond Advance other than the proceeds paid to the Borrower pursuant to Section 3.1(b) hereof shall be deposited in the Bond Proceeds Account of the Project Fund pursuant to this Section 3.2 hereof and disbursed pursuant to the provisions of Section 3.2(b) hereof. Moneys provided from time to time from the Borrower shall be deposited into the Non-Bond Proceeds Account of the Project Fund and disbursed pursuant to the provisions of Section 3.2(b) and (c) hereof.

Any funds on deposit in the Non-Bond Proceeds Account are not pledged to repayment of the Bonds or to the Lender.
(b) The Borrower shall cause the Project to be acquired, constructed, renovated and equipped in accordance with (i) this Section, and (ii) the Plans and Specifications.

(c) Moneys deposited with the Lender in the Bond Proceeds Account of the Project Fund pursuant to Section 3.6 of this Agreement or the Non-Bond Proceeds Account of the Project Fund by the Borrower shall be held in the applicable Account of the Project Fund and disbursed to the Borrower to pay costs of the Project (or to reimburse the Borrower for payment of such costs) only pursuant to a Disbursement Request signed by an Authorized Borrower Representative and delivered to the Purchaser in the form of Exhibit C-1 hereto, which Disbursement Request must be approved by the Purchaser. Other than the initial disbursements to reimburse the Borrower for costs paid prior to the Closing Date, disbursements made in connection with costs of construction of the Project shall be made to the Title Company for disbursement by the Title Company to the general contractor or subcontractors pursuant to the procedures established in the Escrow Agreement. Disbursements made in connection with the acquisition of equipment shall be made upon receipt of invoices by the Lender.

(d) The completion of the Project shall be evidenced to the Lender by a certificate (the “Completion Certificate”) substantially in the form of Exhibit C-2 hereto, signed by an Authorized Borrower Representative. It shall be the duty of the Borrower to cause the Completion Certificate to be furnished to the Lender within 60 days after either the Project shall have been completed or the Borrower shall have determined that the Project will not be completed. Any moneys held in the Non-Bond Proceeds Account of the Project Fund upon the filing of the Completion Certificate shall be paid promptly to the Borrower. Borrower may pay for equipment purchases of the Project with its own funds which are not required to be deposited in the Non-Bond Proceeds Account prior to expenditure.

Any moneys held in the Bond Proceeds Account of the Project Fund upon the filing of the Completion Certificate shall be at the direction of the Borrower be used for one or more of the following purposes:

(i) for the payment, in accordance with the provisions of this Agreement, of any Qualified Cost with respect to the Project not theretofore paid; or

(ii) for the payment of all or part of the redemption price of the Bonds at the earliest redemption date or dates on which the Bonds may be redeemed without the payment of a premium or, at the option of the Borrower, at an earlier redemption date or dates.

The Borrower and the Issuer shall receive an opinion of Bond Counsel to the effect that any such payment is in accordance with the provisions of this Agreement and will not adversely affect the exclusions from gross income of interest on the Bonds.

(e) The Borrower covenants and agrees that it will cause all of the moneys in the Bond Proceeds Account of the Project Fund (including any earnings on investment of such moneys) to be disbursed for Qualified Costs and none of the moneys in the Bond Proceeds Account of the Project Fund will be disbursed for costs of issuance of the Bonds or for costs of refunding of the Refunded Bonds.

(f) In the event the money in the Project Fund available for payment of the costs of the Project shall not be sufficient to make such payment in full, the Borrower agrees to pay directly or to deposit moneys in the Non-Bond Proceeds Account of the Project Fund for the
payment of, such costs of completing the Project as may be in excess of the moneys available therefor in the Project Fund to the extent required in the Continuing Covenants Agreement. THE ISSUER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE MONEYS WHICH WILL BE DEPOSITED INTO THE PROJECT FUND, AND WHICH UNDER THE PROVISIONS OF THIS AGREEMENT WILL BE AVAILABLE FOR PAYMENT OF THE COSTS OF THE PROJECT, WILL BE SUFFICIENT TO PAY ALL OF THE COSTS WHICH WILL BE INCURRED IN CONNECTION THEREWITH. The Borrower agrees that if, after exhaustion of the moneys in the Project Fund, the Borrower should pay, or deposit moneys in the Non-Bond Proceeds Account of the Project Fund for payment of, any portion of the costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer, Lender or Bond Registrar, nor shall it be entitled to any diminution of the amounts payable under Section 4.1 hereof.

(g) All moneys in the Project Fund shall be invested or reinvested by the Lender, at the direction of the Borrower, as provided in the Tax Agreements and to the extent permitted by law, in Qualified Investments. Initially, the Project Fund shall be invested in one or more certificates of deposit issued by the Lender or other deposit accounts held by the Lender meeting the requirements of the Tax Agreements. The Lender may make any and all investments permitted by this Section 3.2 through its own investment department or that of its affiliates. The Issuer and the Borrower acknowledge that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Issuer to receive brokerage confirmations of security transactions, the Issuer waives receipt of such confirmations. The Lender shall furnish to the Borrower periodic statements which include detail of all investment transactions of moneys held in the Project Fund made by the Lender. Any such investment shall mature on or prior to the date or dates on which such funds are anticipated to be needed under this Agreement.

Section 3.3 Issuance of Bonds; Form; Dating; Delivery. No Bonds may be issued under this Agreement except in accordance with the provisions of this Article. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under this Agreement is limited as provided in this Section.

(a) Authorization and Amount of the Series 2019A Bonds. There shall be issued under and secured by this Agreement an issue of Bonds designated “City of Evanston, Illinois Revenue Bonds (Chiaravalle Montessori School), Series 2019A (the “Series 2019A Bonds”), in the original aggregate principal amount of $3,925,000.

(b) Date and Maturity of the Series 2019A Bonds. The Series 2019A Bonds shall be dated the date of their original issuance and delivery, and shall mature on April 1, 2040 (the “Series 2019A Maturity Date”), subject to prior redemption as provided herein.

(c) Authorization Amount of the Series 2019B Bonds. There shall be issued under and secured by this Agreement an issue of Bonds designated “City of Evanston, Illinois Revenue Bonds (Chiaravalle Montessori School), Series 2019B (the “Series 2019B Bonds”), in the maximum original aggregate principal amount of $3,735,000.

(d) Date and Maturity of the Series 2019B Bonds. The Series 2019B Bonds shall be dated the date of their authentication and delivery, and shall mature on November 1, 2045 (the “Series 2019B Maturity Date”), subject to prior redemption as provided herein.
(e) General.

The Bonds shall be substantially in the form of Exhibit B-1 with respect to Series 2019A and Exhibit B-2 with respect to Series 2019B to this Agreement. Each series of Bonds shall be issued as a single fully registered Bond in the denomination of the then outstanding principal amount of such series of the Bonds. The Bonds may have notations, legends or endorsements required by law or usage. Each series of the Bonds will be numbered as determined by the Bond Registrar.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and shall have impressed or imprinted thereon the official seal of the Issuer or a facsimile thereof and shall be attested by the manual or facsimile signature of its City Clerk. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds shall be executed in the manner set forth herein and delivered to the Bond Registrar for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Bond Registrar the following documents shall be filed with the Bond Registrar:

(i) A copy, certified by the City Clerk or other authorized officer of the Issuer, of the resolution adopted by the Issuer authorizing the issuance of the Bonds and the execution of the Bonds and this Agreement, the Tax Agreements and the other financing documents to which it is a party.

(ii) A copy, certified by the secretary or an assistant secretary or other authorized officer of the Corporation, of the resolutions adopted by the Corporation authorizing the execution and delivery of the Bond and this Agreement, the Tax Compliance Agreement, the Continuing Covenants Agreement, and the other financing documents to which it is a party.

(iii) Executed Bonds and copies or executed counterparts of this Agreement, the Tax Compliance Agreement, the Continuing Covenants Agreement, each of the other financing documents.

(iv) A request and authorization to the Bond Registrar on behalf of the Issuer to authenticate the Bonds and deliver the Bonds to or upon the order of the purchaser therein identified upon payment of the purchase price thereof.

(v) Opinions of Bond Counsel, dated the date of original issuance of the Bonds, in substantially the forms required by the Purchaser and the Issuer.

(vi) Such other opinions, certificates, statements, receipts and documents required by the financing documents or as the Purchaser shall reasonably require for the delivery of the Bonds.

When the documents specified above have been filed with the Purchaser and the Issuer, and when the Bonds shall have been executed and authenticated as required by this Bond and Loan
Agreement Indenture, the Bond Registrar shall deliver the Bonds to the initial Purchaser, but only upon payment of the purchase price of the Bonds.

Section 3.4 Principal of and Interest on the Bonds.

Each series of the Bonds shall bear interest at the rate per annum set forth in the form of related Bond attached hereto as Exhibit B-1 or Exhibit B-2. Interest shall be payable monthly on the Interest Payment Date commencing on __________ 1, 20__. The Series 2019A Bonds shall bear interest at a Fixed Rate of ___% for the Initial Interest Period ending December 1, 2026; and Series 2019B Bonds shall bear interest at a Fixed Rate of ___% for the Initial Interest Period ending May 1, 2026.

Each series of the Bonds shall bear interest during each Interest Period following the Initial Interest Period at either a Fixed Rate (defined below) or a Variable Rate (defined below) determined as follows. At least thirty (30) days before the Rate Reset Date for an Interest Period, provided the Lender is not then exercising its right to optionally tender such series of the Bonds on such Rate Reset Date pursuant to Section 4(a) of the related Bond, the Lender shall determine a matrix of Fixed Rates and Variable Rates for the next Interest Periods (or to final maturity of the Bond) and shall notify the Borrower of such determination by thirty (30) days before the expiration of the existing Interest Period. Such matrix of Fixed Rates and Variable Rates shall be determined by the Lender in a manner consistent with the then prevailing current interest rates for borrowers with similar creditworthiness as the Borrower. Each “Fixed Rate” so determined by the Lender shall be a fixed rate of interest effective for the duration of such Interest Period and equal to the lowest fixed rate of interest that would permit the Bond to be sold at par, plus accrued interest, on such date, in no event to exceed the Maximum Rate. Each “Variable Rate” so determined by the Lender shall be a variable rate of interest effective for the duration of such Interest Period equal to that percentage (the “Designated Percentage”) of the Designated Rate (defined below) that shall result in the lowest rate of interest that would permit the Bond to be sold at par, plus accrued interest, on such date, in no event to exceed the Maximum Rate and provided however that such Designated Percentage shall not be lower 65% or higher than 135%. “Designated Rate” means the sum of the LIBOR Rate plus the LIBOR Rate Margin then in effect. During any Interest Period that the Bond bears interest at a Variable Rate, the actual Bond interest rate will change at the end of each Interest Period, but the Designated Percentage will remain the same for the entire Interest Period, except only as provided herein. The Borrower shall notify the Lender of such determination by such 15th day. Notwithstanding the foregoing, in no event shall the Bond commence bearing interest at the new interest rate for the new Interest Period unless and until an opinion of Bond Counsel has been delivered to the Issuer, the Lender and the Borrower to the effect that the change to the new interest rate for the new Interest Period shall not adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes.

[The Administrative Agent may unilaterally adjust the LIBOR Rate for any reserve requirement and any subsequent costs arising from a change in government regulation, or may substitute an alternative rate in the event that LIBOR becomes unavailable. The Administrative Agent shall provide notice to Borrower of adjustment to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of the Administrative Agent, for the implementation and administration of the replacement index-based rate and such amendment shall become effective on the fifth (5th) Business Day after the date that a draft of the notice of adjustment is provided to Borrower, unless Administrative Agent receives, on or before such fifth (5th) Business Day, a written notice from Borrower stating that the Borrower objects to such adjustment.]

If at any time or times during any Interest Period commencing on or after May 1, 2026 during which the Bond bears interest at a Variable Rate, by reason of a change in applicable law, the
maximum marginal tax rate at which the Lender could be taxed for federal income tax purposes pursuant
to the applicable provisions of the Code, or any future United States internal revenue or similar law
applicable to the Lender (hereinafter referred to as the “Tax Rate”) should change, the Designated
Percentage used to determine the Variable Rate shall be adjusted by multiplying the current Designated
Percentage by the difference between 100% and the new Tax Rate, and dividing the result by the
difference between 100% and the old Tax Rate; provided however that such Designated Percentage shall
not be lower than 65% nor higher than 135%, provided that in such event the Borrower shall have the
right to prepay the Loan in whole or in part without penalty or premium.

In the event that the Lender exercises its option to cause the Bond to be purchased on a
Rate Reset Date or the Borrower exercises its right to cause a mandatory tender of the Bond on a Rate
Reset Date and unless the Bond is cancelled as of such Rate Reset Date, the Bond shall bear interest
during the Interest Period commencing on the Rate Reset Date at either the Variable Rate or the Fixed
Rate as shall be selected by the Borrower, which Variable Rate or Fixed Rate shall be determined
according to the formula set forth in the second preceding paragraph by whichever entity is becoming the
new Purchaser of the Bond on the Rate Reset Date. Interest on the Bonds shall be computed on the basis
of a 360-day year, for actual days elapsed. The Bonds shall bear interest on any overdue principal,
premium, and, to the extent permitted by law, on overdue interest, at a rate equal to the sum of the interest
rate then in effect as provided above plus 5% per annum (the “Default Rate”). In addition, during the
continuation of an Event of Default, the Lender may, at its option, by notice to the Borrower, declare that
the Bonds shall bear interest at the rate equal to the Default Rate.

Principal of the Series 2019A Bonds shall be payable in annual installments commencing
April 1, 2020 through the final maturity of the Series 2019A Bonds on April 1, 2040. Principal of the
Series 2019B Bonds shall be payable in annual installments commencing on November 1, 2020 through
the final maturity of the Series 2019B Bonds on November 1, 2045. The entire unpaid principal amount
of each series of the Bonds shall be payable in full on the final maturity date applicable to such series of
the Bonds.

A complete schedule of principal of and interest on each series of the Bonds is attached
hereto as Schedule I.

During each Interest Period following the Initial Interest Period, interest on the Bonds
shall continue to be payable monthly on the first Business Day of each month and the principal of the
Bonds shall continue to be payable annually on the 1st of April for the Series 2019A Bonds and the 1st of
November for the Series 2019B Bonds and shall be payable in such amounts so as to achieve modified
mortgage style debt service payments (assuming for such purpose only that such Interest Period extends
to April 1, 2040 for the Series 2019A Bonds and November 1, 2045 for the Series 2019B Bonds, unless
changed as described below), and based on a 25-year amortization of the outstanding principal balance of
each series of the Bonds. If a series of the Bonds is to bear interest at a Variable Rate, it shall be assumed
for purposes of determining such amortization schedule that the Variable Rate in effect on the first day of
such Interest Period shall remain in effect for the entire Interest Period. Notwithstanding the foregoing,
the Lender and the Borrower may designate (without the consent of any other party) a different
amortization schedule for a particular Interest Period upon delivery to the Issuer, the Lender and the
Borrower of an opinion of Bond Counsel to the effect that the designation of a change in the amortization
schedule will not adversely affect the exclusion of interest on the Bond from gross income for Federal
income tax purposes. The Purchaser shall, upon the establishment of the interest rate on a series of the
Bonds for a given Interest Period, prepare a revised amortization schedule in substitution for Schedule I
hereto, which will reflect the level debt service payments on such series of the Bonds to be made during
such Interest Period, based on the amount of years remaining on the 25-year amortization of the Bonds.
The initial amortization schedule for the Series 2019B Bonds will be finalized after the last Bond Advance is made, consistent with Section 3.6 hereof.

Borrower reserves the right to prepay on any installment payment date the unpaid principal balance of the Loan, in whole or in part at any time provided that (a) Borrower gives Lender not less than two (2) business days prior written notice of its intention to do so; and (b) Borrower pays, at the time of such prepayment and in addition thereto, all accrued interest to the date of such prepayment, all other unpaid Indebtedness then due.

If and so long as the Bonds bear interest at a Variable Rate, the Borrower can prepay the Bonds at par, plus accrued interest to the prepayment date.

Additionally, while any series of Bonds shall bear interest at a Fixed Rate, the Borrower shall also pay the Lender a “Prepayment Premium” as calculated below. The “Prepayment Premium” shall be equal to the amount, if any, by which the present value on the Prepayment Date of the Prepaid Payments exceeds the sum of the Prepaid Principal Payments plus the Prepaid Interest. Such present value shall be calculated by discounting to the Prepayment Date the Prepaid Payments at a rate equal to 250 basis points over the per annum Treasury Offered Rate relating to the Weighted Average Maturity of Prepaid Principal Payments on the basis of a year consisting of 365 or 366 days, as applicable, for actual days elapsed. As used in this paragraph, the following terms shall have the following meanings:

(a) “Prepayment Date” means the date on which a prepayment is to be made.

(b) “Prepaid Interest” means the interest or portion thereof, if any, which has accrued on the Indebtedness on the Prepayment Date but which is not scheduled pursuant to the Bonds to be due and paid until after the Prepayment Date.

(c) “Prepaid Payments” means the Prepaid Principal Payments plus the interest payments, whether installments or otherwise, scheduled pursuant to the Bonds to be due and paid after the Prepayment Date but which shall not accrue by reason of the prepayment of said Prepaid Principal Payments.

(d) “Prepaid Principal Payments” means the principal payments, whether installments or otherwise, scheduled pursuant to the Bonds to be due and paid after the Prepayment Date but which are to be prepaid on the prepayment Date. In the event of a partial prepayment, such scheduled principal payments shall be deemed prepaid in inverse order of maturity.

(e) “Treasury Offered Rate” for the Weighted Average Maturity means the per annum offered rate (as adjusted pursuant to the terms hereof) determined by Lender by reference to the then most recently auctioned U.S. Government Treasury Securities which correspond in maturity to the Weighted Average Maturity, or as interpolated between or among the most recently auctioned U.S. Government Treasury Securities closest in maturities occurring before and after the Weighted Average Maturity, as published on page 5 of the Telerate Screen (or any successor to such page) as of 10:00 a.m., Chicago time, on the Prepayment Date (or a date as near as practicable thereto). If such rate cannot be determined by Lender on such date by reference to the Telerate Screen, such rate shall be determined by Lender on the basis of the arithmetic mean of the offered rates quoted by the Reference Dealers as of 10:00 a.m., Chicago time, on such date for U.S. Government Treasury Securities with maturities determined as aforesaid. If such rate cannot be determined either by reference to the Telerate Screen or on the basis of the offered rates of the Reference Dealers, such rate shall be determined by Lender in good faith from such
sources as shall then be available for the purpose. Such rate shall be adjusted to provide for a yield equal to the yield on an instrument paying interest on the same dates as the interest payment dates scheduled pursuant to the Bonds (or as near as practicable thereto).

(f) “Reference Dealers” means two U.S. Government Treasury Securities dealers in New York or Chicago of recognized standing selected by Lender.

(g) “Weighted Average Maturity” of Prepaid Principal Payments means the period of time (expressed as a number of days) from the Prepayment Date which is equal to the quotient of:

(i) the sum of the products of:

(A) the amount of each Prepaid Principal Payment, and

(B) the number of days between the Prepayment Date and the scheduled date of each such Prepaid Principal Payment, divided by:

(ii) the aggregate amount of Prepaid Principal Payments.

Section 3.5 Optional and Mandatory Tender. The Lender shall have the right to tender the Bond for purchase by the Borrower, and the Borrower shall have the right to cause the Lender to tender the Bond for purchase by the Borrower, as provided in Section 4 of the forms of Bond set forth in Exhibit B-1 and Exhibit B-2 hereto.

Section 3.6 Bond Advances. The Issuer, the Purchaser and the Borrower acknowledge and agree that at any time on or after December [6], 2019 and prior to the earliest to occur of: (i) the date when the sum of the aggregate Bond Advances of the Series 2019B Bonds hereunder equals $3,735,000 or (ii) the Commitment Termination Date (the earliest such date is hereinafter referred to as the “Advance Termination Date”).

The proceeds from the sale of the Series 2019B Bonds will be paid in installments through the making of Advances of the Purchaser in accordance with the terms of this Agreement and the Continuing Covenants Agreement pursuant to a request for Advance (in the form of Exhibit E hereto). The initial Bond Advance shall be paid to the Borrower pursuant to Section 3.1 hereof.

The Borrower shall submit properly completed subsequent Bond Advance Requisitions (in the form of Exhibit E hereto) to the Purchaser no later than 11:00 a.m. on any Business Day but no more frequently than once a month. Upon receipt by the Purchaser of such Bond Advance Requisition, and so long as an Event of Default does not then exist and such other conditions as are set forth in the Continuing Covenants Agreement are met, the Purchaser shall make the Bond Advance as requested in the Bond Advance Requisition by wire transfer of immediately available funds delivered to the Borrower not later than 11:00 a.m., Chicago, Illinois time, on the date requested. The full amount of each Bond Advance shall be deposited in the Bond Proceeds Account of the Project Fund and disbursed by the Purchaser in accordance with Section 3.2 hereof.

The date and amount of each Bond Advance shall be paid to the Purchaser for deposit in the Project Fund and disbursed in accordance with the terms and conditions of Section 3.2 of this Agreement and Section 6 of the Continuing Covenants Agreement. The Purchaser shall note the date and amount of each Bond Advance on the Exhibit 1 attached to the Series 2019B Bond and shall provide written notice of each Bond Advance to the Borrower. In no event may the total amount of all Bond Advances exceed $3,735,000.

The Purchaser shall, if less than $3,735,000 of principal shall be advanced including all Bond Advances, subsequent to the Advance Termination Date and attached to the final Bond Advance, prepare an amortization schedule for Schedule I hereto with respect to the Series 2019B Bonds, which will reflect the modified mortgage style debt service payments on the Series 2019B Bonds to be made during such Interest Period, based on the amount of years remaining on the 25-year amortization of the Series 2019B Bonds, consistent with the requirements of Section 3.4 hereof.

Section 3.7 Payments; Special, Limited Obligations. Issuer shall pay the principal of, premium, if any in accordance with Section 3.4 hereof, and interest on the Bonds, but only out of the amounts paid by Borrower pursuant to this Agreement. Borrower shall pay to Lender, as assignee of Issuer and as agent for the holders of the Bonds, loan payments, at the times set forth herein. Additionally, Borrower shall pay to Lender, as assignee of Issuer and holder of the Bonds, an amount equal to the product of (i) the Default Rate and (ii) the delinquent amount of any loan payment not paid when due. Such loan payments and other payments shall be made by Borrower directly to Lender, as Issuer’s assignee and holder of the Bonds, and shall be credited against Issuer’s payment obligations hereunder and under the Bonds. The Bonds shall be special, limited obligations of Issuer payable solely from payments or prepayments of the loan payments and any other payments made hereunder (other than Unassigned Rights), all of which shall be used for no other purpose than to pay the principal of, premium, if any, and interest on such Bonds and, to the extent described herein, other amounts payable hereunder. The Bonds are further secured by the Mortgage.

The obligations of Issuer under this Agreement and the Bonds are special, limited obligations of Issuer, payable solely from the revenues and income derived under this Agreement. The Bonds and the obligations of Issuer hereunder shall not constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or a loan of credit if any of them thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers, if any, of the Issuer, the State or any political subdivision thereof. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the principal of the Bonds or the interest or premium, if any, thereon. The revenues and income derived from this Agreement shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as otherwise authorized hereby. Neither the Issuer nor any member, director, officer, alderman, employee, official or agent of the Issuer nor any person executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 3.8 Payment on Non-Business Days. Whenever any payment to be made hereunder or under the Bonds shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees hereunder, as the case may be. Lender shall apply any payments received hereunder as follows: (a) first, to interest due and unpaid hereunder and under the Bonds, (b) second, to all other amounts due and unpaid hereunder and under the Bonds and (c) third, to any principal due hereunder and under the Bonds.

Section 3.9 [Reserved]

Section 3.10 Redemption. The Bonds shall be subject to optional and mandatory redemption as provided in Section 3 of the forms of the Bonds set forth in Exhibit B-1 and Exhibit B-2 hereto.
The redemption date of the Bonds pursuant to any optional redemption provision in the Bonds will be a date permitted by the Bonds and specified by the Borrower in a written notice to the Issuer and the Lender at least three (3) days prior. The redemption date for a mandatory redemption will be determined by the Lender consistent with the provisions of the Bonds.

The Bonds called for redemption shall be paid at the applicable redemption price, plus interest accrued to the redemption date by payment directly to the Lender.

Upon surrender of a Bond optionally redeemed in part, the Bond Registrar will authenticate for the holder a new Bond equal in principal amount to the unredeemed portion of the Bond surrendered. Partial redemption payments shall be allocated to the principal installments payable on the Bond in the inverse order of their due date, or otherwise as agreed to by the Lender and the Borrower.

The Borrower shall make loan repayments hereunder sufficient at all times to pay the principal of, premiums, if any, and interest on the Bonds so called for optional or mandatory redemption.

Section 3.11 Bond Register. The Bonds may be presented at the office of the Bond Registrar for registration, transfer and exchange. The Bond Registrar shall keep a register of the Bonds and of its transfer and exchange.

A Bond may be transferred only on the register maintained by the Bond Registrar. Upon surrender for transfer of the Bond to the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the holder or the holder’s attorney duly authorized in writing, the Bond Registrar will authenticate a new Bond in an equal total principal amount and registered in the name of the transferee.

The Issuer may treat the registered owner of the Bond as the absolute owner thereof for all purposes, whether or not the Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and the premium, if any, and the interest on any Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

The Bond Registrar will require the payment by the Lender requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but will not impose any other charge.

Section 3.12 Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond is mutilated, lost, stolen or destroyed, the Bond Registrar will authenticate a new Bond of the same denomination if any mutilated Bond shall first be surrendered to the Bond Registrar, and if, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Bond Registrar evidence of such loss, theft or destruction, together with a satisfactory indemnity to the Bond Registrar, the Issuer and the Borrower. If a Bond has matured, instead of issuing a duplicate Bond, the Bond Registrar may with the consent of the Borrower pay the Bond without requiring surrender of the Bond (except in the case of a mutilated Bond) and make such requirements as the Bond Registrar deems fit for its protection, including a lost instrument bond. The Issuer, the Borrower and the Bond Registrar may charge their customary fees and reasonable expenses in this connection.

Section 3.13 Cancellation of Bonds. Whenever a Bond is delivered to the Bond Registrar for cancellation (upon payment, redemption or otherwise), or for transfer or replacement
pursuant to Section 3.11 or 3.12, the Bond Registrar will promptly cancel and destroy the Bond in accordance with its customary procedures and issue a certificate of destruction to the Borrower and the Issuer.

Section 3.14 Temporary Bond. Until a definitive Bond is ready for delivery, the Issuer may execute and the Bond Registrar will authenticate a temporary Bond substantially in the form of the definitive Bond, with appropriate variations. The Issuer will, without unreasonable delay, prepare and the Bond Registrar will authenticate a definitive Bond in exchange for the temporary Bond. Such exchange shall be made by the Bond Registrar without charge to the Lender.

Section 3.15 Further Assurances. The Issuer will execute and deliver such further instruments, and do such further acts, as the Lender may reasonably require for the better assuring, assigning and confirming to the Lender the amounts assigned and pledged hereunder for the payment of the Bonds.

Section 3.16 Tax Exemption. Subject to the limitations on its liability as stated herein and to the extent permitted by law, the Issuer covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in any interest on the Bond becoming includable in the gross income of the owners thereof for purposes of Federal income taxation.

Section 3.17 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents hereof relating to payment of the Bonds, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by Lender, or shall have received the instrument to be executed and at the option of the Issuer shall have received from the party requesting such action or execution assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Ordinance to issue the Bonds authorized hereby and to execute this Agreement, to grant the security interest herein provided, to assign and pledge this Agreement (except the Unassigned Rights and as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Agreement has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting generally the enforcement of creditors’ rights and equitable principles. Anything contained in this Agreement to the contrary notwithstanding, it is hereby understood that none of the covenants of the Issuer contained in this Agreement are intended to create a general or pecuniary obligation of the Issuer.

Section 3.18 Fees, Charges and Expenses of the Issuer. The Issuer shall be entitled to payment and reimbursement for all advances, counsel fees and other expenses reasonably made or incurred by the Issuer in connection with the Bonds.

Section 3.19 Provisions for Payment of Expenses. The Issuer shall not be obligated to execute any documents or take any other action under or pursuant to this Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the
ARTICLE IV
REPAYMENT

Section 4.1 Loan Repayment. (a) Principal Premium and Interest. The application of the proceeds of the Bonds pursuant to Section 3.1 and 3.6 hereof shall constitute the loan of such proceeds by the Issuer to the Borrower. As repayment of such loan, the Borrower agrees to pay directly to the Lender (as the assignee of the Issuer) amounts sufficient to pay the principal of, premium, if any, or interest on the Bonds on each day on which any payment of principal of, premium, if any or interest on the Bonds shall become due (whether on an interest payment date, at maturity, or upon redemption or acceleration or otherwise). Such amounts shall be paid in immediately available funds on or before 11:00 a.m. (local time at the principal office of the Lender). If the Borrower defaults in any payment required by this Section, the Borrower will pay interest (to the extent allowed by law) on such amount until paid at the rate provided for in Section 3.4 hereof.

(b) Purchase Price. The Borrower agrees to pay directly to the Lender (as the assignee of the Issuer) amounts sufficient to pay the purchase price of the Bonds required by the Lender to be purchased by the Borrower or required by the Borrower to be purchased from the Purchaser, pursuant to Section 3.6 hereof. Such amounts shall be paid in immediately available funds on or before 11:00 a.m. (local time at the principal office of the Lender).

Section 4.2 Prepayments. The Borrower may prepay to the Lender all or any part of the amounts payable under Section 4.1(a) at any time that the Bonds shall be subject to optional redemption, solely as provided in this Agreement and the Bonds, and at a prepayment price equal to the corresponding redemption price of the Bonds. A prepayment shall not relieve the Borrower of its obligations under this Agreement until the Bonds have been paid in full or provision for the payment of the Bonds in full has been made in accordance with this Agreement. In the event of a mandatory redemption of the Bonds, the Borrower agrees to prepay all or any part of the amounts payable under Section 4.1(a) at a prepayment price equal to the corresponding redemption price of the Bonds. Partial prepayments of the Loan made to the Borrower hereunder shall reduce the monthly principal installments hereunder in such manner as shall be agreed upon by the Borrower and the Lender, or in the absence of such agreement, in inverse order of their due date.

Section 4.3 Assignment and Pledge; Obligations of Borrower Unconditional. The Issuer hereby assigns and grants to the Lender a security interest in any and all of the Issuer’s right, title and interest in and to (a) all amounts payable by the Borrower to it hereunder and all rights to enforce the same, excluding only the Unassigned Rights, and (b) all funds and accounts created or held by any party pursuant to this Agreement. The Issuer will not sell, assign or otherwise dispose of its rights under or interest in this Agreement nor create or permit to exist any lien, encumbrance or other security interest in or on such rights or interest, except as set forth above. The Issuer hereby directs the Borrower to make said payments directly to the Lender. The Borrower herewith assigns to such assignment and pledge and will make payments directly to the Lender without defense or set-off by reason of any dispute between the Borrower and the Issuer or Lender, and hereby agrees that its obligation to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. The obligations of Borrower to make the loan payments required under this Article IV and to make any other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason. Notwithstanding any dispute between Borrower...
and any of Issuer, Lender or any other person, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment of the Bonds made in accordance herewith, the Borrower (a) will not suspend or discontinue any payments provided for in this Agreement, (b) will perform all its other duties and responsibilities called for by Agreement, and (c) will not terminate for any cause including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Issuer to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Agreement.

Section 4.4 Additional Expenses. The Borrower will also pay:

(a) On the Closing Date, to Issuer’s counsel, its fee of $__________ in connection with the Bonds; and

(b) The Borrower will also pay within 30 days after receipt of a bill therefor the reasonable fees and expenses of the Issuer incurred in connection with Agreement and the Bonds, such fees and expenses to be paid directly to the Issuer or as otherwise directed in writing by the Issuer.

ARTICLE V
BORROWER COVENANTS

Section 5.1 Financing Statements.

(a) The Borrower will, at its own expense, take all necessary action to maintain and preserve the liens and security interest of this Agreement so long as any principal of, premium, if any, or interest on the Bonds remains unpaid.

(b) The Borrower will, promptly after the execution and delivery of this Agreement and thereafter from time to time, cause a financing statement in respect of this Agreement to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect the lien and security interest herein granted to the Lender to the rights, if any, of the Issuer assigned and pledged hereunder, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments necessary for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all Federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Borrower Agreements and such instruments of further assurance.

(c) The Issuer shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Issuer will execute such instruments provided to it by the Borrower as may be reasonably necessary in connection with such filing or recording.

Section 5.2 Borrower’s Obligation with Respect to Exclusion of Interest Paid on the Bonds. The Borrower will not take any action, omit to take any action or permit the taking or
omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking or omitting to take such action would result in the revocation or modification of its status as an organization described in Section 501(c)(3) of the Code or would cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. Toward that end, the Borrower covenants that it will comply with all provisions of the Tax Agreements applicable to it. This provision shall control in case of conflict or ambiguity with any other provision of this Agreement.

Section 5.3 Maintenance of Not For Profit Existence, Tax Status and Operation of Facilities. The Borrower agrees that (a) it will at all times maintain its existence as a not for profit corporation organized under the laws of the State; (b) that it will not take any action or permit any action to be taken by others within its control which will alter, change or destroy its status as a not for profit corporation or its status as a Tax-Exempt Organization; and (c) will not fail to take any action within its control to preserve its status as a not for profit corporation or its status as a Tax-Exempt Organization.

The Borrower further covenants that none of its revenues, income or profits, whether realized or unrealized, will be distributed to any of its officers or trustees or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of the Borrower, including but not limited to the Borrower’s ability to pay to any person employed by Borrower a salary and otherwise to any person, association or corporation the reasonable value of any service or product performed for or supplied to the Borrower by such person, association or corporation.

Borrower will operate its facilities primarily as a school or as facilities related thereto, and will operate all its property on a non-discriminatory basis, will charge such fees and rates for its facilities and services and will exercise such skill and diligence as to provide income from its property together with other available funds sufficient to pay promptly all expenses of operation, maintenance and repair of its property, all amounts owing on the Loan and the Bonds and all other payments required to be made by Borrower under this Agreement. Borrower further covenants and agrees that it will, from time to time as often as necessary, and to the extent permitted by law, revise its rates, fees and charges in such manner or take such other action as may be necessary or proper to comply with the provisions of this paragraph.

Section 5.4 Maintenance of Corporate Existence; Dissolution; Merger or Consolidation. Unless the Borrower complies with the following provisions of this Section 5.4, the Borrower agrees that as long as the Bonds are outstanding it will maintain its existence, will not dissolve, liquidate or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, except as hereinafter provided. Any dissolution, liquidation, disposition, consolidation or merger shall be subject to the following conditions:

(a) the Borrower provides a certificate to the Issuer and the Purchaser, in form and substance satisfactory to such parties, to the effect that no Event of Default exists hereunder and that no Event of Default will be caused by the dissolution, liquidation, disposition, consolidation or merger;

(b) the entity surviving the dissolution, liquidation, disposition, consolidation or merger assumes in writing and without condition or qualification the obligations of the Borrower under the Borrower Agreements;

(c) the Borrower or the entity surviving the dissolution, liquidation, disposition, consolidation or merger, within ten (10) days after execution thereof, furnishes to the Issuer and
the Lender a true and complete copy of the instrument of dissolution, liquidation, disposition, consolidation or merger;

(d) neither the validity nor the enforceability of the Bonds, or any Borrower Agreement is adversely affected by the dissolution, liquidation, disposition, consolidation or merger;

(e) the exclusion of the interest on the Bonds from gross income for federal income tax purposes is not adversely affected by the dissolution, liquidation, disposition, consolidation or merger, and the provisions of this Agreement and the Tax Agreements are complied with concerning the dissolution, liquidation, disposition, consolidation or merger;

(f) the Project continues to be as described herein;

(g) any successor to the Borrower shall be qualified to do business in the State of Illinois, shall continue to be qualified to do business in the State throughout the term hereof and shall be a Tax-Exempt Organization; and

(h) the Issuer has executed a certificate acknowledging receipt of all documents, information and materials required by this Section 5.4.

As of the effective date of the dissolution, liquidation, disposition, consolidation or merger, the Borrower (at its cost) shall furnish to the Issuer and Lender (i) an opinion of Bond Counsel, in form and substance satisfactory to such parties, as to items (d) and (e) above, and (ii) an Opinion of Counsel, in form and substance satisfactory such parties, as to the legal, valid and binding nature of item (b) above.

Section 5.5 Operation, Sale, Lease or Sublease of the Project. The Borrower will not make any material change in its use of the Project unless the Lender and the Issuer receive an opinion of Bond Counsel to the effect that such change will not impair the exclusion of interest on the Bonds from the gross income of holders of the Bonds for federal income tax purposes.

Upon a sale, lease or sublease of all or any portion of the Borrower’s interest in the Project (to the extent permitted hereunder), the Borrower will obtain, or cause there to be obtained, the agreement of the purchaser, lessee or sublessee of the Project or any interest therein to comply with the provisions of this Section, regardless of whether such purchaser, lessee or sublessee assumes the obligations of the Borrower under this Agreement generally, and will provide the Issuer and the Lender with an opinion of Bond Counsel to the effect that the sale, lease or sublease will not adversely affect the exclusion of the interest on the Bonds from the Federal gross income of the owners thereof.

Section 5.6 No Warranty by the Issuer. THE BORROWER RECOGNIZES THAT THE ISSUER HAS NOT MADE AN INSPECTION OF THE SCHOOL FACILITY OR THE PROJECT OR OF ANY Fixture OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP, OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE ISSUER HAS NO TITLE INTEREST TO ANY PART OF THE SCHOOL FACILITY OR THE PROJECT AND THAT THE ISSUER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE BORROWER’S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS
INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF ILLINOIS OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 5.7 Compliance with Laws. The Borrower shall, through the term of this Agreement and at no expense to the Issuer, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the School Facility and the Project or to the repair and alteration thereof, or to the use or manner of use of the Project, including, but not limited to, the Americans with Disabilities Act, Illinois Accessibility Code, all Federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the School Facility or the Project.

Section 5.8 Application of Certain Restricted Gifts. To the extent the Borrower receives gifts and/or donations, the use of which is restricted to the Project (“Restricted Project Gifts”), the Borrower agrees to either: (i) use the proceeds of such restricted gifts and/or donations for costs of the Project not funded with proceeds of the Bonds or (ii) prepay some or all of the Loan pursuant to Section 4.2 hereof. Charitable contributions not restricted as set forth above will not be deemed to be Restricted Project Gifts and therefore will not be subject to the provisions of this Section.

Section 5.9 Issuer’s and Lender’s Right of Access to the Project. The Borrower agrees that during the term of this Agreement the Issuer, the Lender, and their duly authorized agents shall have the right, but shall be under no duty or obligation to exercise this right, during regular business hours, with reasonable notice, to enter upon the premises and examine and inspect the Project, subject to such limitations, restrictions and requirements as the Borrower may reasonably prescribe.

Section 5.10 Maintenance and Repair; Insurance. The Borrower will maintain the Project in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain reasonable amounts of insurance coverage with respect to the Project and shall pay all costs of such maintenance, repair and insurance.

Section 5.11 Covenants from Borrower to Lender. The Borrower is making certain covenants for the benefit of the Lender (but not for the benefit of the Issuer or any other party) which covenants are set forth in the Continuing Covenants Agreement. The Borrower and the Lender may amend the Continuing Covenants Agreement without notice to or consent of any other party provided, however, that no amendments to the Continuing Covenants Agreement will be effective until the Borrower has delivered an opinion of Bond Counsel addressed to the Lender, the Issuer and the Borrower that the exclusion of interest on the Bonds from gross income for federal income tax purposes is not adversely affected by the amendments.

Section 5.12 Rebate Funds. (a) The Issuer hereby creates with the Borrower a special fund to be known as the “Series 2019A Rebate Fund,” which shall be continuously held, invested, expended and accounted for in accordance with this Agreement and the Series 2019A Tax Agreement. Capitalized terms used in this Section which are not otherwise defined herein shall have the meanings specified in the Series 2019A Tax Agreement. Moneys in the Series 2019A Rebate Fund shall
be free and clear of the lien of this Agreement and shall not be considered moneys held for the benefit of the owners of the Series 2019A Bonds. Except as provided in the Regulations, moneys in the Series 2019A Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Regulations.

In addition to the amounts provided in this Agreement, the Borrower hereby agrees to deposit in the Series 2019A Rebate Fund for payment to the United States any amount which under the Regulations must be deposited in the Series 2019A Rebate Fund for payment to the United States with respect to the Series 2019A Bonds. Any moneys remaining in the Series 2019A Rebate Fund seventy-five (75) days after redemption and payment of all of the Series 2019A Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Borrower.

(B) The Issuer hereby creates with the Borrower a special fund to be known as the “Series 2019B Rebate Fund,” which shall be continuously held, invested, expended and accounted for in accordance with this Agreement and the Series 2019B Tax Agreement. Capitalized terms used in this Section which are not otherwise defined herein shall have the meanings specified in the Series 2019B Tax Agreement. Moneys in the Series 2019B Rebate Fund shall be free and clear of the lien of this Agreement and shall not be considered moneys held for the benefit of the owners of the Series 2019B Bonds. Except as provided in the Regulations, moneys in the Series 2019B Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Regulations.

In addition to the amounts provided in this Agreement, the Borrower hereby agrees to deposit in the Series 2019B Rebate Fund for payment to the United States any amount which under the Regulations must be deposited in the Series 2019B Rebate Fund for payment to the United States with respect to the Series 2019B Bonds. Any moneys remaining in the Series 2019B Rebate Fund seventy-five (75) days after redemption and payment of all of the Series 2019B Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Borrower.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification. (a) The Borrower will pay, and will protect, indemnify and save the Issuer and its respective past, present and future members, officers, aldermen, officials, directors, employees, agents, successor, assigns and any other person, if any, who “controls” the Issuer as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Issuer and the other listed persons, collectively referred to as, the “Indemnified Persons”) harmless from and against any and all liabilities, losses, damages, taxes, penalties, costs and expenses (including attorneys’ fees and expenses of the Issuer), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

(1) the use, financing, non-use, condition or occupancy of the School Facility or the Project, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any properties of the Borrower, the School Facility or such Project including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with the School Facility or such Project or used in connection therewith;
(2) a violation of any agreement, warranty, covenant or condition of this Agreement or any other agreement executed in connection with this Agreement;

(3) a violation of any contract, agreement or restriction by the Borrower relating to its properties, the School Facility or the Project;

(4) a violation of any law, ordinance, rule, regulation or court order affecting the School Facility or the Project or the ownership, occupancy or use thereof or the Bonds or use of the proceeds thereof;

(5) any statement or information concerning the Borrower, any of its officers and members, its operations or financial condition generally or the School Facility or the Project, furnished to the Issuer or the purchaser of any Bond, that is untrue or incorrect in any material respect, and any omission from such statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Borrower, any of its officers and members, the School Facility or the Project not misleading in any material respect, provided that and the Indemnified Person did not have actual knowledge of the omission or misstatement;

(6) the acceptance or administration of this Agreement, including without limitation the enforcement of any remedies hereunder and under any related documents;

(7) any loss, liability or expense incurred arising out of or in connection with the acceptance or administration of this Agreement or any other Borrower Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of its powers or duties hereunder or thereunder;

(8) any other loss, liability or expense arising out of or in connection with the issuance of the Bonds and entering into of the transaction related thereto, including without limitation the enforcement of any remedies under this Agreement or any other Borrower Agreement; and

(9) the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission or release from, the properties of the Borrower, the School Facility or the Project of any hazardous or toxic waste, substance or constituent, or other substance or the violation of any statute, regulation, order, ordinance, resolution or local law relating to environmental protection, hazardous substances or environmental cleanup.

(b) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to the preceding paragraph (a), the Indemnified Party seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower or that the defense of such Indemnified Person should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall
be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

(c) The Borrower shall also indemnify the Issuer and such Indemnified Persons for, and shall pay, all reasonable costs and expenses, including reasonable counsel fees, incurred in:
(i) enforcing any obligation of the Borrower under this Agreement or any Related Document,
(ii) taking any action requested by the Borrower, (iii) taking any action required by this Agreement or any Related Document, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any Related Document. If the Issuer is to take any action under this Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Issuer is a necessary party to any such action or proceeding, and (ii) the Issuer has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Issuer.

(d) All amounts payable to the Issuer under this Section shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions hereof dealing with the assignment and pledge of the Issuer’s rights hereunder (other than the Unassigned Rights). The Issuer and its members, officers, aldermen, officials, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.

(e) Any provision of this Agreement or any other instrument or document executed and delivered in connection herewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable Federal or State law or regulation or ordinance, resolution or regulation of the Issuer, and (ii) enforce any rights accorded to the Issuer by Federal or State law or regulation of the Issuer, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

(f) The Purchaser agrees, at its expense, to indemnify, defend and hold harmless the Issuer, along with the Issuer’s past, present and future members, officers, employees, alderman officials, directors, agents, assigns and any other person, if any, who “controls” the Issuer as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Issuer and the other listed persons, collectively referred to as, the “Indemnified Persons”) harmless from and against any and all liabilities, losses, damages, taxes, penalties, costs and expenses (including attorneys’ fees and expenses of the Issuer), (“Issuer Indemnified Parties”), from and against any and all losses, claims, damages, demands, liabilities, costs or expenses (collectively, the “Claims”), including reasonable attorneys’ fees and expenses, if such Claims are the result of, arise out of or are materially increased, strengthened or enhanced by or would not exist but for a breach by the
Purchaser of its duties under, or failure to abide by any of its covenants in this Agreement. The Purchaser shall promptly assume the defense of any Claim made against any Issuer Indemnified Party, including the employment of counsel reasonably satisfactory to the Issuer at the sole expense of the Purchaser.

Section 6.2 Default by Issuer — Limited Liability. Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing power of the Issuer, the liability of the Issuer hereunder shall be limited to its interest in this Agreement and all other Related Documents and collateral and the lien of any judgment shall be restricted hereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume any obligation or liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

ARTICLE VII
[RESERVED]

ARTICLE VIII
DEFAULTS AND REMEDIES

Section 8.1 Events of Default. An “Event of Default” is any of the following:

(a) There is a failure to pay interest on the Bonds when due.

(b) There is a failure to pay principal of the Bonds when due, at maturity, upon acceleration or redemption or otherwise.

(c) There is a failure to pay the purchase price of any Bond when due upon optional or mandatory tender.

(d) The Issuer fails to perform any of its agreements in this Agreement (except a failure that results in an Event of Default under clause (a), (b) or (c) above, the performance of which is material to the Lender), and the failure continues after the notice and for the period specified in this Section.

(e) The Borrower fails to perform any of its agreements in this Agreement (except a failure that results in an Event of Default under clause (a) or (b) of this Section), and the failure continues after the notice and for the period specified in this Section.

(f) The Borrower pursuant to or within the meaning of any Bankruptcy Law (as defined below) (1) commences a voluntary case, (2) consents to the entry of an order for relief against it in an involuntary case, (3) consents to the appointment of a Custodian (as defined below) for the Borrower, or any substantial part of its property or (4) makes a general assignment for the benefit of its creditors.

(g) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (1) is for relief against the Borrower in an involuntary case, (2) appoints a Custodian for
the Borrower or any substantial part of its, his or her property or (3) orders the winding up or liquidation of the Borrower, and the decree or order remains unstayed and in effect for 60 days.

(h) An Event of Default occurs and is continuing under any Related Document (after the expiration of any applicable cure period).

A default under clause (d) or (e) of this Section is not an Event of Default until the Lender gives the Issuer and the Borrower a notice specifying the default, demanding that it be remedied and stating that the notice is a “Notice of Default,” and the Issuer or the Borrower does not cure the default within 30 days after receipt of the notice, or within such longer period as the Lender shall agree. The Issuer authorizes the Borrower to perform, in the name and on behalf of the Issuer and for the purpose of curing or preventing the occurrence of an Event of Default, any agreement of the Issuer in this Agreement or the Bonds.

Section 8.2 Acceleration. If any Event of Default occurs and is continuing, the Lender by notice to the Issuer and the Borrower (except for an Event of Default under clause (e) or (f) of the foregoing Section, for which a declaration can be made without any notice), may declare the principal of and accrued interest on the Bonds to be due and payable immediately, and such principal and interest shall thereupon become and be immediately due and payable. The Lender may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

Section 8.3 Other Remedies. If an Event of Default occurs and is continuing, the Purchaser may pursue any available remedy by proceeding at law or in equity to collect the principal of or interest on the Bonds or to enforce the performance of any provision of the Bonds or this Agreement.

A delay or omission by the Lender in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default.

Section 8.4 Waiver of Past Defaults. The Lender by notice to the Issuer and the Borrower may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

Section 8.5 Lender May File Proofs of Claim. The Lender may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Lender allowed in any judicial proceedings relative to the Borrower, its creditors or its property and, unless prohibited by law or applicable regulations, may vote on behalf of the holders in any election of a trustee in bankruptcy or other person performing similar functions.

Section 8.6 Attorneys’ Fees and Expenses. If the Borrower should default under any provision of this Agreement and the Issuer or Lender employ attorneys or incur other expenses for the collection of the payments due under this Agreement, the Borrower will on demand pay to the Issuer or the Lender, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Issuer or the Lender, as the case may be.

Section 8.7 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Lender is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing, at law or in equity or by statute. No delay or omission to
exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.8 Enforcement of Unassigned Rights. Notwithstanding anything herein to the contrary, the Issuer may pursue any available remedy by proceeding at law or in equity to enforce its Unassigned Rights.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. (a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Agreement or the Bonds must be in writing except as expressly provided otherwise in this Agreement or the Bonds.

(b) Any notice or other communication shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, or delivered by national overnight courier, charges prepaid addressed as follows:

Lender: Fifth Third Bank, N.A.
222 South Riverside Plaza
Chicago, IL 60606
Attention: Lauren Sadowski

Issuer: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attention: City Manager
Telephone: (847) 866-2936
Telexcopier: (847) 448-8083

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attention: Corporation Counsel
Telephone: (847) 866-2937
Telexcopier: (847) 448-8093

Borrower: Chiaravalle Montessori School
425 Dempster Street
Evanston, Illinois 60201
Attention: Head of School
Telephone: (847) 864-0275
Telexcopier: (847) 570-0140
Section 9.2 Required Reporting to the Issuer.

The Lender shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Agreement, which shall at all reasonable times be subject to the inspection by the Issuer and the Purchaser.

Section 9.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Lender and their respective successors and assigns.

Section 9.4 Severability. If any provision of this Agreement shall be determined to be unenforceable at any time, that shall not affect any other provision of this Agreement or the enforceability of that provision at any other time.

Section 9.5 Amendments. After the issuance of the Bonds, this Agreement may not be effectively amended or terminated without the written consent of the parties hereto. Right of Borrower to Perform Issuer’s Agreements. The Issuer irrevocably authorizes and empowers the Borrower to perform in the name and on behalf of the Issuer any agreement made by the Issuer in this Agreement which the Issuer fails to perform in a timely fashion if the continuance of such failure could result in an Event of Default. This Section will not require the Borrower to perform any agreement of the Issuer.

Section 9.6 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State.

Section 9.7 Term of this Agreement. This Agreement shall be in full force and effect from the Closing Date, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds and all fees, charges, indemnities and expenses of Issuer and Lender have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities and expenses) and all other amounts due hereunder have been duly paid or provision made for such payment. All representations, certifications and covenants by Borrower as to the indemnification of various parties and the payment of fees and expenses of Issuer and Lender as described herein and all matters affecting the tax-exempt status of the interest on the Bonds shall survive the termination of this Agreement.

Section 9.8 Immunity of Officers, Aldermen, Employees, and Officials of Issuer and Borrower. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Agreement or the Bonds against any past, present or future member, officer, alderman, official, agent, employee or director of the Issuer, under any rule of law or equity, statute or constitution or by the
enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, alderman, employee, agent or official as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the issuance of the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Agreement or any other document executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, member, alderman, agent or employee of the Issuer in his or her individual capacity and neither any official of the Issuer nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds or of the execution of this Agreement.

Section 9.9 Captions; References to Sections. The captions in this Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Agreement. References to Articles and Sections are to the Articles and Sections of this Agreement, unless the context otherwise requires.

Section 9.10 Complete Agreement. This Agreement represents the entire agreement between the Issuer, the Lender and the Borrower with respect to its subject matter.

Section 9.11 Terms of this Agreement; Discharge. This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds; all fees, charges, indemnities and expenses of the Issuer, Lender and Bond Registrar have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities and expenses), and all other amounts due hereunder have been duly paid or provision made for such payment. The principal of, premium, if any, and interest on the Bonds may be deemed paid in full in advance of the actual payment thereof if an irrevocable escrow is funded for such purpose in form and substance satisfactory to the Lender. All representations, certifications and covenants by the Borrower as to the indemnification of various parties and the payment of fees and expenses of the Issuer as described in Sections 3.18 and 4.4 hereof, and all matters affecting the tax exempt status of the interest on the Bonds shall survive the termination of this Agreement.

Upon the termination of this Agreement as aforesaid, all amounts on deposit in any funds or accounts created hereunder shall be paid in the following order: (a) to the Issuer, to the extent any amounts remain owing to the Issuer hereunder, (b) to the Lender, to the extent any amounts remain owing to the Lender hereunder, and shall be credited against any indebtedness evidenced by the Bonds or other Related Documents and (c) to the Borrower.

Section 9.12 Counterparts. This Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

CITY OF EVANSTON, ILLINOIS

By: ____________________________
Title: Mayor

Attest:

By: ____________________________
Title: City Clerk

CHIARAVALLE MONTESSORI SCHOOL

By: ____________________________
Title: Director of Finance and Operations

By: ____________________________
Title: Member, Board of Trustees

FIFTH THIRD BANK, N.A.

By: ____________________________
Title: Assistant Vice President
EXHIBIT A

THE PROJECT

The Project consists of the costs of renovations, improvements and equipping the Borrower’s school facility located at 425 Dempster Street in Evanston, Illinois (the “Project”). The Project is owned and operated by the Borrower.
EXHIBIT B-1

[FORM OF SERIES 2019A BOND]

NO. RA-1

$_______

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS DERIVED FROM THE BORROWER UNDER THE BOND AND LOAN AGREEMENT REFERRED TO HEREIN AND AS OTHERWISE PROVIDED IN THE BOND ORDINANCE REFERRED TO HEREIN. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL HEREOF OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE ISSUER, THE STATE OF ILLINOIS (THE “STATE”) OR ANY POLITICAL SUBDIVISION THEREOF OR A LOAN OF CREDIT OF ANY OF THEM WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF EVANSTON, ILLINOIS
REVENUE BOND, SERIES 2019A
(CHIARAVALLE MONTESSORI SCHOOL)

Dated Date: DECEMBER [6], 2019
Registered Owner: FIFTH THIRD BANK, N.A.
Principal Amount: _______________________________ DOLLARS
Maturity Date: April 1, 2040

THE CITY OF EVANSTON, ILLINOIS, a municipal corporation and home rule unit of local government under the Constitution and the laws of the State of Illinois (the “Issuer”), promises to pay, solely from the sources described in this Bond, to the registered owner identified above, or registered assigns, on the principal payment dates described below through the Maturity Date specified above (or if this Bond is called for earlier redemption as described herein, on the redemption date), the principal amount identified above and to pay interest solely from the sources described in this Bond. The Bond shall bear interest from the date hereof on the balance of said principal sum from time to time remaining outstanding and unpaid at the rate or rates described below until the payment of principal in full. Capitalized terms used herein shall have the same meaning as the defined terms in the Agreement (as hereinafter defined).
This Bond is one of a duly authorized issue of Bonds of the Issuer designated City of Evanston Revenue Bonds, Series 2019A (Chiaravalle Montessori School) (the “Bonds”) issued pursuant to the home rule powers of the Issuer and under and pursuant to the hereinafter described Agreement.

1. **Bond and Loan Agreement.** The Issuer has loaned the proceeds of this Bond to Chiaravalle Montessori School, an Illinois not-for-profit corporation (the “Borrower”), pursuant to the Bond and Loan Agreement dated as of December 1, 2019 (the “Agreement”) among the Issuer, Fifth Third Bank, N.A., as the registered owner of this Bond (together with any successor owner of this Bond, the “Lender”) and the Borrower. The Borrower will use the proceeds of the Bond for the purpose of financing and refinancing costs of certain educational facilities described in the Agreement (the “Project”). The Borrower has agreed in the Agreement to pay the Lender amounts sufficient to pay all amounts coming due on the Bond. The payment of the principal of, premium, if any, and interest on the Bond, together with other obligations of the Borrower, have been secured by a mortgage and a security agreement from the Borrower to the Lender.

This Bond (the “Bond”) is limited to $3,925,000 in aggregate authorized principal amount issued under the Agreement. The terms of the Bond include those in the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. **Payments on Bond.** This Bond shall bear interest from the date hereof on the balance of the principal from time to time remaining outstanding and unpaid hereon at the Interest Rate set forth above (computed on the basis of a 360 day year for actual days elapsed) until the payment of principal in full, and at the rate on overdue principal, premium, if any, and, to the extent permitted by law, on overdue interest at the rate or rates described below plus 5% per annum.

   Interest on the outstanding principal amount of this Bond shall be payable on each Interest Payment Date commencing on __________ 1, 20__. Principal of this Bond shall be payable on the first (1st) day of each April commencing on April 1, 2020, with a final principal installment in the amount of the then outstanding principal amount of this Bond payable on April 1, 2040. Principal of and interest on this Bond during the Initial Interest Period shall be payable in the amounts as set forth in Schedule I to the Agreement, as amended from time to time. The interest rate on this Bond for the Initial Interest Period shall be the Variable Rate specified in the Agreement. For each of the subsequent Interest Periods, this Bond shall bear interest at the Fixed Rate or Variable Rate determined as provided in the Agreement.

   Principal and interest payments on this Bond are payable in lawful money of the United States of America at the office of the Lender. If any payment on the Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

   This Bond is a special, limited obligation of the Issuer and, as provided in the Agreement, is payable solely from payments to be made by the Borrower under the Agreement, as hereinabove provided.

3. **Redemption.** The Bond is subject to redemption only as described below:
Mandatory Redemption. This Bond is subject to mandatory redemption on April 1 of each year in the amounts set forth in Schedule I of the Agreement.

Optional Redemption. This Bond is subject to optional redemption at the direction of the Borrower in whole or in part on (a) each Rate Reset Date; (b) any date during an Interest Period during which this Bond bears interest at a Variable Rate; or (c) any date during an Interest Period during which this Bond bears interest at a Fixed Rate, in any such case at the direction of the Borrower and upon at least three (3) days’ prior written notice from the Borrower to the Lender, and in each such case at a redemption price equal to 100% of the aggregate principal amount of the Bond to be redeemed, plus the Prepayment Premium when this Bond bears interest at a Fixed Rate.

Redemption from Insurance Proceeds or Condemnation Awards. The Bond is subject to redemption in whole or in part from casualty insurance proceeds or condemnation awards to the extent the Lender or the Borrower elects to apply such proceeds or awards to the redemption of the Bond as provided in the Mortgage. In such event, the Bond shall be redeemed at a redemption price equal to 100% of the aggregate principal amount of the Bond to be redeemed, plus the Prepayment Premium.

Mandatory Redemption on Determination of Taxability. This Bond will be redeemed in whole (or in part as provided below) at a redemption price equal to the principal amount of the Bond redeemed plus accrued interest to the redemption date plus a premium equal to any optional redemption premium which would be payable if the Bond were optionally redeemed on such date in accordance with the provisions under “Optional Redemption” above. The redemption shall be made on any day within 180 days after the Borrower receives written notice from the Lender or any former registered owner of the Bond of a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on the Bond is or was includible in the gross income of the Bond’s owner for Federal income tax purposes. No such determination will be considered final unless the Lender or a former registered owner involved in the determination gives the Borrower prompt written notice of the commencement of the proceedings resulting in the determination and offers the Borrower, subject to the Borrower’s agreeing to pay all expenses of the proceedings and to indemnify the Lender or former registered owner against all liabilities that might result from it, the opportunity to control the defense of the proceeding and either the Borrower does not agree within 30 days to pay the expenses, indemnify the Lender or former registered owner and control the defense or the Borrower exhausts or chooses not to exhaust available procedures to contest or obtain review of the result of the proceedings.

Extraordinary Optional Redemption. This Bond will be redeemed in part at a redemption price of par, plus accrued interest to the redemption date, and without premium, from moneys on deposit in the Project Fund to the extent that any moneys remain in the Project Fund after completion of the Project or upon a certification in writing from the Borrower to the Lender to the effect that the Borrower has determined not to proceed with the construction of the Project.

4. (a) Optional Tender. At the option of the Lender, the Lender may require that the Bond be purchased by the Borrower with funds furnished by the Borrower on each Rate Reset Date at a purchase price of 100% of the then outstanding principal amount thereof plus accrued interest, if any. To exercise such option, the Lender must deliver to the Borrower written notice thereof at least 45 days before such Rate Reset Date.

(b) Mandatory Tender. At the option of the Borrower, the Borrower may require that the Lender tender the Bond for purchase by the Borrower with funds provided by the Borrower on each Rate Reset Date at a purchase price of 100% of the then-outstanding principal amount thereof plus accrued interest, if any. To exercise such option, the Borrower must deliver to the Lender written notice thereof at least 20 days before such Rate Reset Date.
(c) **Obligation to Purchase.** In the event of any operational or mandatory tender, the Borrower must purchase the Bond in whole at a purchase price of 100% of the principal amount thereof plus accrued interest to the purchase date. Upon purchase of the Bond, the Bond shall thereafter be registered in the name of the Borrower, or such other person or entity as the Borrower shall designate, or at the direction of the Borrower, shall be canceled by the Bond Registrar. No such purchase of the Bond shall be deemed to be an extinguishment of the debt represented by the Bond unless the Bond is canceled following such purchase.

5. **Denominations; Transfer; Exchange.** The Bond is issued as a single fully registered Bond without coupons in the denomination equal to the then outstanding principal amount hereof.

A registered owner may transfer this Bond in accordance with the Agreement. The Lender, as Bond Registrar (the “Bond Registrar”), may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Agreement.

The Bond Registrar shall not be required to register the transfer of the Bond after notice calling the Bond or portion thereof for redemption has been given to the Lender.

6. **Persons Deemed Owners.** The registered owner of this Bond may be treated as the owner of it for all purposes. Any action by the registered owner of this Bond shall be irrevocable and shall bind any subsequent owner of this Bond or the Bond delivered in substitution for this Bond.

7. **Defaults and Remedies.** The Agreement provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Lender may declare the principal of the Bond to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Agreement.

8. **No Recourse Against Others.** No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond or for any claim based hereon or upon any obligation, covenant or agreement contained in the Agreement or any agreement supplemental thereto, against any past, present or future officer, director, alderman, official, employee or agent of any successor entity, as such, either directly or through the Issuer or any successor entity, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director, alderman, official, employee or agent as such is hereby expressly waived and released as a condition of an consideration for the execution of the Agreement and the issuance of this Bond.

9. **Authentication.** This Bond shall not be valid until the Bond Registrar or an authenticating agent signs the certificate of authentication on this Bond.

CITY OF EVANSTON, ILLINOIS

By __________________________

Mayor

[SEAL]

B-1-4
ATTEST:

_________________________________

City Clerk

CERTIFICATE OF AUTHENTICATION

FIFTH THIRD BANK, N.A., as Bond Registrar, certifies that this is one of the Bond referred to in the Agreement.

FIFTH THIRD BANK, N.A., as Bond Registrar

By ____________________________________

Authorized Officer

Date of Authentication: ________ ___, 2019
FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ______________________ the within Bond, and does hereby irrevocably constitute and appoint ______________________, attorney to transfer the Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: ________________

NOTE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without enlargement or alteration or any change whatsoever.

Signature guaranteed by:

NOTE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

FORM OF REGISTRATION INFORMATION

Under the terms of the Agreement, the Bond Registrar will register the Bond in the name of a transferee only if the owner of the Bond (or his duly authorized representative) provides as much of the information requested below as is applicable to such owner prior to submitting this Bond for transfer.

Name: ____________________________
Address: __________________________
Social Security or Employer Identification Number: __________________________
If a Trust, Name and Address of Trustee(s) and Date of Trust: __________________________
EXHIBIT B-2

[FORM OF SERIES 2019B BOND]

NO. RB-1

$________

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREBY ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS DERIVED FROM THE BORROWER UNDER THE BOND AND LOAN AGREEMENT REFERRED TO HEREON AND AS OTHERWISE PROVIDED IN THE BOND ORDINANCE REFERRED TO HEREIN. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL HEREOF OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREBY SHALL NOT CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE ISSUER, THE STATE OF ILLINOIS (THE “STATE”) OR ANY POLITICAL SUBDIVISION THEREOF OR A LOAN OF CREDIT OF ANY OF THEM WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPULSORY TAXING POWER, IF ANY, OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF EVANSTON, ILLINOIS
REVENUE BOND, SERIES 2019B
(CHIARAVALLE MONTESSORI SCHOOL)

Dated Date: DECEMBER [6], 2019

Registered Owner: FIFTH THIRD BANK, N.A.

Maximum Principal Amount: ______________________________ DOLLARS

Maturity Date: November 1, 2045

THE CITY OF EVANSTON, ILLINOIS, a municipal corporation and home rule unit of local government under the laws of the Constitution and the State of Illinois (the “Issuer”), promises to pay, solely from the sources described in this Bond, to the registered owner identified above, or registered assigns, on the principal payment dates described below through the Maturity Date specified above (or if this Bond is called for earlier redemption as described herein, on the redemption date), the principal amount identified above (to the extent such principal amount has been advanced by the Registered Owner to the Borrower defined below) and to pay interest solely from the sources described in this Bond. The Bond shall bear interest from the date hereof on the balance of said principal sum from time to time remaining outstanding and unpaid at the rate or rates described below until the payment of principal in full. Capitalized terms used herein shall have the same meaning as the defined terms in the Agreement (as hereinafter defined).
This Bond is one of a duly authorized issue of Bonds of the Issuer designated City of Evanston Revenue Bonds, Series 2019B (Chiaravalle Montessori School) (the “Bonds”) issued pursuant to the home rule powers of the Issuer and under and pursuant to the hereinafter described Agreement.

1. **Bond and Loan Agreement.** The Issuer has loaned the proceeds of this Bond to Chiaravalle Montessori School, an Illinois not-for-profit corporation (the “Borrower”), pursuant to the Bond and Loan Agreement dated as of December 1, 2019 (the “Agreement”) among the Issuer, Fifth Third Bank, N.A., as the registered owner of this Bond (together with any successor owner of this Bond, the “Lender”) and the Borrower. The Borrower will use the proceeds of the Bond for the purpose of financing and refinancing costs of certain educational facilities described in the Agreement (the “Project”). The Borrower has agreed in the Agreement to pay the Lender amounts sufficient to pay all amounts coming due on the Bond. The payment of the principal of, premium, if any, and interest on the Bond, together with other obligations of the Borrower, have been secured by a mortgage and a security agreement from the Borrower to the Lender.

This Bond (the “Bond”) is limited to $3,735,000 in maximum aggregate authorized principal amount issued under the Agreement. The terms of the Bond include those in the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. **Payments on Bond.** This Bond shall bear interest from the date hereof on the balance of the principal from time to time remaining outstanding and unpaid hereon at the Interest Rate set forth above (computed on the basis of a 360 day year for actual days elapsed) until the payment of principal in full, and at the rate on overdue principal, premium, if any, and, to the extent permitted by law, on overdue interest at the rate or rates described below plus 5% per annum.

Interest on the outstanding principal amount of this Bond shall be payable on each Interest Payment Date commencing on __________ 1, 20___. Principal of this Bond shall be payable on the first (1st) day of each November commencing on November 1, 2020 with a final principal installment in the amount of the then outstanding principal amount of this Bond payable on November 1, 2045. Principal of and interest on this Bond, during the Initial Interest Period, shall be payable in the amounts as set forth in Schedule I to the Agreement, as amended from time to time.

The interest rate on this Bond for the Initial Interest Period shall be the Variable Rate specified in the Agreement. For each of the subsequent Interest Periods, this Bond shall bear interest at the Fixed Rate or Variable Rate determined as provided in the Agreement.

During each Interest Period following the Initial Interest Period, interest on this Bond shall continue to be payable monthly on the first day of each month and the principal of each Bond shall continue to be payable on the first day of each year and each shall be payable as provided in the Agreement.

Principal and interest payments on this Bond are payable in lawful money of the United States of America at the office of the Lender. If any payment on this Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

This Bond is a special, limited obligation of the Issuer and, as provided in the Agreement, is payable solely from payments to be made by the Borrower under the Agreement, as hereinabove provided.

3. **Redemption.** The Bond is subject to redemption only as described below:
Mandatory Redemption. This Bond is subject to mandatory redemption on November 1 of each year in the amounts set forth in Schedule I of the Agreement.

Optional Redemption. This Bond is subject to optional redemption at the direction of the Borrower in whole or in part on (a) each Rate Reset Date; (b) any date during an Interest Period during which this Bond bears interest at a Variable Rate; or (c) any date during an Interest Period during which this Bond bears interest at a Fixed Rate in any such case at the direction of the Borrower and upon at least three (3) days’ prior written notice from the Borrower to the Lender, and in each such case at a redemption price equal to 100% of the aggregate principal amount of the Bond to be redeemed, plus the Prepayment Premium when this Bond bears interest at a Fixed Rate.

Redemption from Insurance Proceeds or Condemnation Awards. The Bond is subject to redemption in whole or in part from casualty insurance proceeds or condemnation awards to the extent the Lender or the Borrower elects to apply such proceeds or awards to the redemption of the Bond as provided in the Mortgage. In such event, the Bond shall be redeemed at a redemption price equal to 100% of the aggregate principal amount of the Bond to be redeemed, plus the Prepayment Premium.

Mandatory Redemption on Determination of Taxability. This Bond will be redeemed in whole (or in part as provided below) at a redemption price equal to the principal amount of the Bond redeemed plus accrued interest to the redemption date plus a premium equal to any optional redemption premium which would be payable if the Bond were optionally redeemed on such date in accordance with the provisions under “Optional Redemption” above. The redemption shall be made on any day within 180 days after the Borrower receives written notice from the Lender or any former registered owner of the Bond of a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on the Bond is or was includible in the gross income of the Bond’s owner for Federal income tax purposes. No such determination will be considered final unless the Lender or former registered owner involved in the determination gives the Borrower prompt written notice of the commencement of the proceedings resulting in the determination and offers the Borrower, subject to the Borrower’s agreeing to pay all expenses of the proceedings and to indemnify the Lender or former registered owner against all liabilities that might result from it, the opportunity to control the defense of the proceeding and either the Borrower does not agree within 30 days to pay the expenses, indemnify the Lender or former registered owner and control the defense or the Borrower exhausts or chooses not to exhaust available procedures to contest or obtain review of the result of the proceedings.

Extraordinary Optional Redemption. This Bond will be redeemed in part at a redemption price of par, plus accrued interest to the redemption date, and without premium, from moneys on deposit in the Project Fund to the extent that any moneys remain in the Project Fund after completion of the Project or upon a certification in writing from the Borrower to the Lender to the effect that the Borrower has determined not to proceed with the construction of the Project.

4. (a) Optional Tender. At the option of the Purchaser, the Lender may require that the Bond be purchased by the Borrower with funds furnished by the Borrower on each Rate Reset Date at a purchase price of 100% of the then outstanding principal amount thereof plus accrued interest, if any. To exercise such option, the Lender must deliver to the Borrower written notice thereof at least 45 days before such Rate Reset Date.

(b) Mandatory Tender. At the option of the Borrower, the Borrower may require that the Lender tender the Bond for purchase by the Borrower with funds provided by the Borrower on each Rate Reset Date at a purchase price of 100% of the then-outstanding principal amount thereof plus accrued interest, if any. To exercise such option, the Borrower must deliver to the Lender written notice thereof at least 20 days before such Rate Reset Date.
(c) Obligation to Purchase. In the event of any operational or mandatory tender, the Borrower shall purchase the Bond in whole at a purchase price of 100% of the principal amount thereof plus accrued interest to the purchase date. Upon purchase of the Bond, the Bond shall thereafter be registered in the name of the Borrower, or such other person or entity as the Borrower shall designate, or at the direction of the Borrower, shall be canceled by the Bond Registrar. No such purchase of the Bond shall be deemed to be an extinguishment of the debt represented by the Bond unless the Bond is canceled following such purchase.

5. Denominations; Transfer; Exchange. The Bond is issued as a single fully registered Bond without coupons in the denomination equal to the then outstanding principal amount hereof.

A registered owner may transfer this Bond in accordance with the Agreement. The Lender, as Bond Registrar (the “Bond Registrar”), may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Agreement.

The Bond Registrar shall not be required to register the transfer of the Bond after notice calling the Bond or portion thereof for redemption has been given to the Lender.

6. Persons Deemed Owners. The registered owner of this Bond may be treated as the owner of it for all purposes. Any action by the registered owner of this Bond shall be irrevocable and shall bind any subsequent owner of this Bond or the Bond delivered in substitution for this Bond.

7. Defaults and Remedies. The Agreement provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Lender may declare the principal of the Bond to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Agreement.

8. No Recourse Against Others. No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond or for any claim based hereon or upon any obligation, covenant or agreement contained in the Agreement or any agreement supplemental thereto, against any past, present or future officer, director, alderman, official, employee or agent of any successor entity, as such, either directly or through the Issuer or any successor entity, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director, alderman, official, employee or agent as such is hereby expressly waived and released as a condition of an consideration for the execution of the Agreement and the issuance of this Bond.

9. Authentication. This Bond shall not be valid until the Bond Registrar or an authenticating agent signs the certificate of authentication on this Bond.

CITY OF EVANSTON, ILLINOIS

By ______________________________
Mayor

[SEAL]

B-2-4

Page 67 of 91
ATTEST:

________________________________________
City Clerk

CERTIFICATE OF AUTHENTICATION

FIFTH THIRD BANK, N.A., as Bond Registrar, certifies that this is one of the Bond referred to in the Agreement.

FIFTH THIRD BANK, N.A., as Bond Registrar

By

________________________________________
Authorized Officer

Date of Authentication: ________ ___, 2019
FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ___________________ the within Bond, and does hereby irrevocably constitute and appoint ___________________, attorney to transfer the Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _________________

NOTE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without enlargement or alteration or any change whatsoever.

Signature guaranteed by:

NOTE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

FORM OF REGISTRATION INFORMATION

Under the terms of the Agreement, the Bond Registrar will register the Bond in the name of a transferee only if the owner of the Bond (or his duly authorized representative) provides as much of the information requested below as is applicable to such owner prior to submitting this Bond for transfer.

Name: ____________________________
Address: __________________________
Social Security or Employer Identification Number: __________________________
If a Trust, Name and Address of Trustee(s) and Date of Trust: __________________________
Exhibit 1 to Series 2019B Bond

Outstanding Principal Amount

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal Advanced</th>
<th>Principal Repaid</th>
<th>Outstanding Principal Amount</th>
<th>Registrar’s Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C-1

FORM OF DISBURSEMENT REQUISITION
FOR COSTS OF THE PROJECT

The undersigned, an Authorized Borrower Representative under the Bond and Loan Agreement dated as of December 1, 2019 (the “Agreement”) among the City of Evanston, Illinois, Fifth Third Bank, N.A. and Chiaravalle Montessori School hereby requests a disbursement of funds from the Project Fund pursuant to Sections 3.6 and 3.2(c) of the Agreement, and certifies as follows:

(i) The number of this Requisition is __________;

(ii) The name and address of the person, firm or corporation to whom payment is due or has been made, which may include the Borrower, is as follows: ______________;

(iii) The amount to be or which has been paid is _________ and such amount shall be paid from the [Bond Proceeds Account] [Non-Bond Proceeds Account] of the Project Fund;

(iv) Each obligation mentioned therein has been properly incurred and has not been the basis of any previous requisition;

(v) Each item for which payment is proposed to be made is or was necessary in connection with the Project;

(vi) After taking into account the costs proposed to be paid or reimbursed in this certificate, all of the costs paid or reimbursed out of proceeds in the Bond Proceeds Account are Qualified Costs;

(vii) The payment to be made is one permitted by and in accordance with the Tax Agreement and the Plans and Specifications;

(viii) No Event of Default exists under the Agreement; and

(ix) [No funds may be disbursed from the Bond Proceeds Account of the Project Fund to pay costs of issuance of the Bonds or of refunding the Refunded Bonds.]

All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.

* If no specific account is indicated, disbursements shall be made first from the Non-Bond Proceeds Account until no further funds remain in such Account, then from the Bond Proceeds Account of the Project Fund.
DATED this _____ day of _____________.

CHIARAVALLE MONTESSORI SCHOOL

By: _____________________________
   Authorized Borrower Representative
EXHIBIT C-2

FORM OF COMPLETION CERTIFICATE

COMPLETION CERTIFICATE PURSUANT TO SECTION 3.2(c) OF THE BOND AND LOAN AGREEMENT DATED AS OF DECEMBER 1, 2019 (THE “AGREEMENT”) BY AND AMONG THE CITY OF EVANSTON, ILLINOIS, FIFTH THIRD BANK, N.A. AND CHIARAVALLE MONTESSORI SCHOOL

Pursuant to Section 3.2(c) of the Agreement, undersigned hereby certifies to the Lender that the Completion Date is ____________, and the total aggregate amount of the costs of the Project is $__________. All initially capitalized terms which are not defined herein shall have the meaning referred to in the Agreement.

In connection with the foregoing, the undersigned further certifies that:

(a) The construction and equipping of the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such work have been paid for (other than costs and expenses for which payment has been withheld);

(b) All other facilities necessary in connection with the Project have been acquired, constructed and installed in accordance with the plans, specifications and work orders therefor and all costs and expenses incurred in connection therewith (other than costs and expenses for which payment has been withheld) have been paid;

(c) All of the costs previously disbursed and to be disbursed (including moneys to be disbursed in accordance with Sections 3.2 and 3.6 of the Agreement) are Qualified Costs;

(d) No funds were disbursed from the Bond Proceeds Account of the Project Fund to pay costs of issuance of the Bonds; and

(e) This certificate is given without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has set his hand as of the ____ day of __________, 200__.

CHIARAVALLE MONTESSORI SCHOOL

By: __________________________
    Authorized Borrower Representative
EXHIBIT D
FORM OF DISBURSEMENT REQUEST
FOR COSTS OF ISSUANCE

The undersigned as an Authorized Borrower Representative under the Bond and Loan Agreement dated as of December 1, 2019 (the “Agreement”) the City of Evanston, Illinois, Fifth Third Bank, N.A. and Chiaravalle Montessori School hereby requests a disbursement of moneys pursuant to Section 3.1 of the Agreement, to the following payees the following amounts for the following costs of issuance of the Bonds and the refunding of the Refunded Bonds (as defined in the Agreement):

<table>
<thead>
<tr>
<th>Payee</th>
<th>Amount</th>
<th>Description of Costs of Issuance</th>
</tr>
</thead>
</table>

The undersigned Authorized Borrower Representative hereby states and certifies that each item listed above is a proper cost of issuance that was incurred in connection with the issuance of the City of Evanston, Illinois, Revenue Bonds, Series 2019A (Chiaravalle Montessori School) and the City of Evanston, Illinois, Revenue Bonds, Series 2019B (Chiaravalle Montessori School) (the “Bonds”), and the amount of this request is justly due and owing and does not exceed the lesser of 2% of the principal amount or sale proceeds of the Bonds as described in Section 147(g) of the Internal Revenue Code.

CHIARAVALLE MONTESSORI SCHOOL

By: _______________________________________
Title: Authorized Borrower Representative
EXHIBIT E
FORM OF BOND ADVANCE REQUISITION

Request No:  __________
Date:  __________

To:  Fifth Third Bank, N.A.
Attn:  ______________________

Ladies and Gentlemen:

Chiaravalle Montessori School (the "Borrower") under the Bond and Loan Agreement dated as of December 1, 2019 (the "Agreement") among the City of Evanston, Illinois, Fifth Third Bank, N.A. (the "Bank"), and the Borrower hereby gives notice to Fifth Third Bank, N.A. (the "Bank"), [pursuant to Section 3.6 of the Agreement and Section 6 of the Continuing Covenants Agreement dated as of May 1, 2019 (the "Construction Loan Agreement"), by and among the Borrower and the Bank,] the terms defined therein being used herein as therein defined, of the Advance specified below:

1. The Business Day of the proposed Advance is ___________, 20__.  
2. The principal amount of the proposed Advance is $____________.

The Borrower hereby certifies that the following statements are true on the date hereof, and will be true on the Date of Advance, before and after giving effect thereto:

   (a) the representations and warranties of the Borrower set forth in Section 2.2 of the Agreement shall be true and correct in all material respects on such Date of Advance (except to the extent any other such representation or warranty expressly relates to an earlier date; and
   
   (b) no Event of Default shall have occurred and be continuing on such Date of Advance.

Chiaravalle Montessori School

By:  ____________________________
    Authorized Borrower Representative

Date:  _________________, 20__

[Include the following paragraph only with the final Bond Advance Requisition.]

This is the final Bond Advance Requisition and upon disbursement of such Advance, the Series 2019B Bonds will be outstanding in [the Maximum Principal Amount of $3,735,000] [the aggregate principal amount of $__________]. Attached to this final Bond Advance Requisition is the Amortization Schedule for the Series 2019B Bonds, a copy of which is simultaneously being
provided to the City of Evanston, Illinois and the Lender at the addresses provided in the Agreement with a copy to Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661, Attention: Janet Goelz Hoffman
EXHIBIT F

[FORM OF SERIES 2019[A][B] INVESTOR LETTER]

_______ __, 2019

Chiaravalle Montessori School
Evanston, Illinois

Katten Muchin Rosenman LLP
Chicago, Illinois

City of Evanston, Illinois
Evanston, Illinois

Re: [City of Evanston, Illinois
Revenue Bonds, Series 2019A
(Chiaravalle Montessori School)]

[City of Evanston, Illinois
Revenue Bonds, Series 2019B
(Chiaravalle Montessori School)]

Ladies and Gentlemen:

The undersigned (the “Purchaser”), is purchasing [$3,925,000 aggregate principal amount of the Revenue Bonds, Series 2019A (Chiaravalle Montessori School)] [$3,735,000 aggregate principal amount of the Revenue Bonds, Series 2019B (Chiaravalle Montessori School)] (the “Bonds”). The Purchaser hereby acknowledges receipt of the Bonds in fully registered form and in the aggregate principal amount of $[3,925,000] [3,735,000]. The Bonds have been checked, inspected and approved by the Purchaser. Such purchase is for our own account for the purpose of investment and not with a view toward distribution or resale.

The undersigned acknowledges that the Bonds were issued pursuant to the Bond and Loan Agreement (as amended and supplemented from time to time, the “Agreement”) dated as of December 1, 2019 between the City of Evanston, Illinois, a municipal corporation and home rule unit of local government under the laws of the State of Illinois (the “City”), Chiaravalle Montessori School, an Illinois not for profit corporation (the “Borrower”), and Fifth Third Bank, N.A., as Purchaser.

[The Series 2019A Bonds are being issued for the purpose of making a loan to (i) refund the City of Evanston Revenue Refunding Bonds, Series 2014A (Chiaravalle Montessori School) (the “Refunded Series 2014A Bonds”), the proceeds of which were used to finance certain prior bonds of the Authority, which such prior bonds were used to finance the acquisition of land at 425 Dempster Street and an existing school facility then owned by the City and previously leased and operated by the Borrower (the “School Facility”) as well as renovations and improvements to the School Facility, and (ii) pay certain costs incurred in connection with the issuance of the Series 2019A Bonds and the refunding of the Refunding Series 2014A Bonds (collectively, the “Series 2019A Financing Purposes”) on the terms and conditions set forth below; and as more particularly described in the Agreement.]

[The Series 2019A Bonds are being issued for the purpose of making a loan to (i) refund the City of Evanston Revenue Refunding Bonds, Series 2014B (Chiaravalle Montessori School) (the “Refunded Series 2014B Bonds” and together with the Refunded Series 2014A Bonds, the “Refunded Bonds”), the proceeds of which were used to finance the costs of renovation, exterior and interior expansion,
improvement and equipping of the School Facility (the “Series 2014B Project”), (ii) finance or refinance, or reimburse itself for, the cost of further renovation, exterior and interior expansion, improvement and equipping of the School Facility (the “Series 2019B Project”), (iii) fund certain working capital, and (iv) pay certain costs incurred in connection with the issuance of the Series 2019B Bonds and the refunding of the Refunded Series 2014B Bonds (collectively, the “Series 2019B Financing Purposes” and together with the Series 2019A Financing Purposes, the “Financing Purposes”).

The undersigned further acknowledges that the Bonds are secured by the Agreement and the Borrower is also entering into a Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing dated as of December 1, 2019 (the “Mortgage”) for the benefit of the Purchaser, as mortgagee, pursuant to which the Borrower is granting a mortgage lien and security interest on the Mortgaged Property as defined therein, which includes the Project. Terms not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

In connection with the sale of the Bonds to the Purchaser, the Purchaser hereby makes the following representations upon which you may rely:

1. In purchasing the Bonds, it is not relying on any representations of the Issuer with respect to the financial quality of the Bonds. The Purchaser is relying solely on statements and representations of the Borrower and on its own knowledge and investigation of the facts and circumstances relating to the purchase of the Bonds and hereby waives any claims that it may have against the Issuer or the members of the governing body, the officers, officials, employees and agents of the Issuer with respect to the financial quality of the Bonds arising out of any action such governing body has taken or should have taken in the authorization, issuance or sale of the Bonds or with respect to any statement or representation made by the Issuer in connection with the sale of the Bonds. Insofar as the financial quality of the Bonds is dependent solely on the ability of the Borrower to make all payments as and when due under the Agreement, the Purchaser acknowledges and agrees that it has evaluated the creditworthiness of the Borrower and has determined that, in the absence of the Bonds, the Purchaser would nevertheless be willing to finance and refinance the Project through a commercial loan to the Borrower on substantially the same terms and conditions (other than the interest rates on the Bonds) as set forth in the Agreement.

SPECIFICALLY, AND WITHOUT IN ANY MANNER LIMITING THE FOREGOING, THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT, AMONG OTHER RISKS, THE BONDS ARE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SCHOOL FACILITY AND THAT THE BONDS ARE NOT ENTITLED TO THE BENEFIT OF ANY CREDIT FACILITY.

2. In connection with its business, the Purchaser holds an extensive portfolio of investments and commercial loans, as well as other types of loans. The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of making the loan and purchasing the Bonds. The Purchaser acknowledges that it is an “accredited investor,” as defined in Regulation D under the Securities Act of 1933, as amended.

3. The Purchaser acknowledges that it is familiar with the conditions, financial and otherwise, of the Borrower. To the extent deemed appropriate in making its investment decision, the Purchaser has discussed the Borrower’s financial condition and the Borrower’s current and proposed business activities with the Borrower. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of the investment in the Bonds and it is able to bear the economic risk of the investment. The Bonds are a security of the kind the Purchaser wishes to purchase and hold for investment, and the nature and amount of the Bonds is consistent with the Purchaser’s
investment program. The Purchaser has received from the Borrower all information and materials which it regards as necessary to evaluate all merits and risks of said investment, including copies or forms of the Agreement, the Mortgage and certain other documents relating to the Bonds and the Project, all of which documents the Purchaser has reviewed. The Purchaser has had the opportunity to ask questions of and has received answers from the Borrower. Specifically, but without limitation, the Purchaser has reviewed all information about the Project to its satisfaction necessary to making its investment decision, as well as information about the investment risks relating to the Bonds, and the Purchaser understands that the Bonds involve a high degree of risk.

4. The Issuer and the Borrower have made available during the course of the transaction and prior to the purchase of the Bonds, to the Purchaser, the opportunity to ask questions and receive answers from such parties concerning the terms and conditions of the Bond offering and to obtain any additional information relative to the financial data and business of such parties, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense.

5. The Purchaser understands that the Bonds will carry no rating from any rating service, and have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. The Purchaser represents that it is purchasing the Bonds for investment for its own account and not with the present view of transferring the Bonds or any portion of thereof, directly or indirectly, in such a manner that would require registration under the Securities Act of 1933, as amended. The Purchaser agrees not to sell or transfer the Bonds or to offer participations in the Bonds, except in compliance with any applicable federal or state securities laws.

6. The Purchaser understands that it may need to bear the risks of said investment for an indefinite time, since any sale prior to maturity may not be possible due to the unmarketability of the Bonds.

7. The Purchaser has not received from the Issuer any formal or informal official statement, prospectus, offering circular, private placement memorandum or other disclosure document relating to the Bonds and has concluded that the receipt of one prior to the purchase of the Bonds is not required. It is acknowledged that no information has been provided by the Issuer, or its officials, employees, aldermen, agents or its counsel, and that any information furnished by any other party to the transaction does not purport to fully disclose all information pertinent to the Bonds.

8. The Purchaser is not now and has never been controlled by, or under common control with, the Borrower. Except as disclosed to the Issuer in writing, the Borrower has never been and is not now controlled by the Purchaser. The Purchaser hereby agrees to deliver to the Issuer a copy of any agreement between the Purchaser and the Borrower or any affiliate of the Borrower relating to the Bonds.

9. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

10. In entering into this transaction the Purchaser has not relied upon any representations or opinions made by the Issuer or its counsel relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project and the School Facility (including the refinancing, operation or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Bonds.
11. The Purchaser understands the following: The Bonds do not and shall never constitute an indebtedness or an obligation of the Issuer, the State of Illinois (the “State”) or any political subdivision thereof within the meaning of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of the State, the Issuer, or any other political subdivision thereof. The Bonds are special, limited obligations of the Issuer, payable solely out of the revenues and receipts of the Issuer derived pursuant to the Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

12. The Purchaser has been informed that the Bonds have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (i) will not be listed on any stock or other securities exchange, (ii) will carry no rating from any rating service, and (iii) will not be readily marketable.

13. The undersigned is purchasing the Bonds for the undersigned’s own account or for the account of an affiliate or a related entity 100% of whose common stock is directly or indirectly owned by the undersigned or any of its affiliates (together, a “Related Entity”) not with a view to resale or other distribution thereof except for a transfer to a Related Entity or a participant or otherwise in accordance with the Agreement and applicable law. The Purchaser acknowledges that no market may exist for the resale of the Bonds and that it is able to bear the economic risks of said investment for an indefinite period of time.

[NAME OF PURCHASER]

By: _______________________________
Name: _______________________________
Title: _______________________________
## SCHEDULE I

### AMORTIZATION SCHEDULE

CITY OF EVANSTON, ILLINOIS REVENUE BONDS, SERIES 2019A  
(CHIARAVALLE MONTESSORI SCHOOL)

<table>
<thead>
<tr>
<th>April 1 of Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$135,000</td>
</tr>
<tr>
<td>2021</td>
<td>140,000</td>
</tr>
<tr>
<td>2022</td>
<td>145,000</td>
</tr>
<tr>
<td>2023</td>
<td>150,000</td>
</tr>
<tr>
<td>2024</td>
<td>155,000</td>
</tr>
<tr>
<td>2025</td>
<td>155,000</td>
</tr>
<tr>
<td>2026</td>
<td>160,000</td>
</tr>
<tr>
<td>2027</td>
<td>170,000</td>
</tr>
<tr>
<td>2028</td>
<td>175,000</td>
</tr>
<tr>
<td>2029</td>
<td>175,000</td>
</tr>
<tr>
<td>2030</td>
<td>180,000</td>
</tr>
<tr>
<td>2031</td>
<td>190,000</td>
</tr>
<tr>
<td>2032</td>
<td>195,000</td>
</tr>
<tr>
<td>2033</td>
<td>200,000</td>
</tr>
<tr>
<td>2034</td>
<td>210,000</td>
</tr>
<tr>
<td>2035</td>
<td>215,000</td>
</tr>
<tr>
<td>2036</td>
<td>220,000</td>
</tr>
<tr>
<td>2037</td>
<td>230,000</td>
</tr>
<tr>
<td>2038</td>
<td>235,000</td>
</tr>
<tr>
<td>2039</td>
<td>240,000</td>
</tr>
<tr>
<td>2040</td>
<td>250,000</td>
</tr>
<tr>
<td>November 1 of Year</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>2020</td>
<td>$95,000</td>
</tr>
<tr>
<td>2021</td>
<td>100,000</td>
</tr>
<tr>
<td>2022</td>
<td>100,000</td>
</tr>
<tr>
<td>2023</td>
<td>105,000</td>
</tr>
<tr>
<td>2024</td>
<td>110,000</td>
</tr>
<tr>
<td>2025</td>
<td>110,000</td>
</tr>
<tr>
<td>2026</td>
<td>115,000</td>
</tr>
<tr>
<td>2027</td>
<td>120,000</td>
</tr>
<tr>
<td>2028</td>
<td>120,000</td>
</tr>
<tr>
<td>2029</td>
<td>125,000</td>
</tr>
<tr>
<td>2030</td>
<td>130,000</td>
</tr>
<tr>
<td>2031</td>
<td>135,000</td>
</tr>
<tr>
<td>2032</td>
<td>140,000</td>
</tr>
<tr>
<td>2033</td>
<td>140,000</td>
</tr>
<tr>
<td>2034</td>
<td>150,000</td>
</tr>
<tr>
<td>2035</td>
<td>150,000</td>
</tr>
<tr>
<td>2036</td>
<td>155,000</td>
</tr>
<tr>
<td>2037</td>
<td>160,000</td>
</tr>
<tr>
<td>2038</td>
<td>165,000</td>
</tr>
<tr>
<td>2039</td>
<td>170,000</td>
</tr>
<tr>
<td>2040</td>
<td>175,000</td>
</tr>
<tr>
<td>2041</td>
<td>180,000</td>
</tr>
<tr>
<td>2042</td>
<td>185,000</td>
</tr>
<tr>
<td>2043</td>
<td>190,000</td>
</tr>
<tr>
<td>2044</td>
<td>195,000</td>
</tr>
<tr>
<td>2045</td>
<td>215,000</td>
</tr>
</tbody>
</table>

*Final Schedule for the Series 2019B Bonds to be provided contemporaneously with the final Bond Advance Requisition. Initial Schedule assumes all $3,735,000 of principal available for the Series 2019B Bonds is advanced.*
BOND PURCHASE AGREEMENT

[November 15, 2019] [December 6, 2019]

City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attention: City Manager

Chiaravalle Montessori School
425 Dempster Street
Evanston, Illinois 60201
Attention: Head of School

Re: $[3,925,000] [3,735,000] City of Evanston, Illinois Revenue Bonds, Series 2019[A][B] (Chiaravalle Montessori School)

Ladies and Gentlemen:

Fifth Third Bank, N.A., as purchaser (the ”Purchaser”) hereby offers to enter into this agreement (the “Purchase Agreement”) to become effective upon the acceptance thereof by the City of Evanston (the “Issuer”) and approval thereof by Chiaravalle Montessori School (the “Borrower”), on or before 5:00 P.M., local time then prevailing in Chicago, Illinois, on the date first listed above. Capitalized terms used herein shall, unless otherwise defined herein or the context clearly requires otherwise, have the meanings assigned to them in the Bond and Loan Agreement dated as of December 1, 2019 (the “Bond Agreement”) among the Issuer, the Borrower and the Purchaser. This offer is also subject to the following provisions:

Section 1. Purchase the Bonds; Terms and Provisions of Bonds. The Issuer, the Borrower, the Purchaser are entering into this Purchase Agreement to provide for the purchase by the Purchaser and sale by the City of the $[3,925,000] [3,735,000] City of Evanston, Illinois Revenue Bonds, Series 2019[A][B] (Chiaravalle Montessori School) (the “Bonds”). The interest rate and other terms of the Bonds are set forth in Exhibit A hereto. The security for and covenants and other matters relating to the payment of the Bonds shall be as set forth in the Bond Agreement.

Section 2. Purchase of the Bonds. The Purchaser hereby offers to purchase all (but not less than all) of Bonds from, and to enter into this Purchase Agreement with, the Issuer, at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Issuer and the Borrower shall accept this Purchase Agreement by their respective execution hereof. Upon such execution, the Purchase Agreement will be binding upon the Purchaser, the Issuer and the Borrower.

Section 3. Purchase Price. The Purchase Price of the Bonds is $_____________. The Purchase Price shall be payable on December 6, 2019 (the “Closing Date”) by the Purchaser to or as directed by the Issuer by wire transfer in immediately available funds or as otherwise agreed by the Issuer and the Purchaser.

Section 4. Due Organization.

(a) The Issuer is a municipal corporation and home rule unit of local government under the Constitution and the laws of the State of Illinois, is authorized to enter into the transactions...
contemplated by this Purchase Agreement and to carry out its obligations hereunder and has been duly authorized to execute and deliver this Purchase Agreement and the Bonds.

(b) The Borrower is a not for profit corporation duly incorporated under the laws of the State of Illinois, is in good standing and duly authorized to conduct its business in the State of Illinois, is duly authorized and has full power under all applicable laws and its articles of incorporation and by-laws to execute and deliver this Purchase Agreement.

(c) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, is authorized to enter into the transactions contemplated by this Purchase Agreement and to carry out its obligations hereunder and has been duly authorized to execute and deliver this Purchase Agreement.

Section 5. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the performance by the Issuer and the Borrower of their respective obligations to be performed hereunder at and prior to the Closing, to the following conditions, including the delivery by the Issuer and the Borrower, as the case may be, of such documents as are enumerated herein in form and substance reasonably satisfactory to Purchaser’s Counsel:

(a) the Bond Agreement;
(b) the Continuing Covenant Agreement;
(c) the Mortgage;
(d) the Environmental Indemnity Agreement
(e) the Series 2019[A][B] Tax Agreement;
(f) completed Form 8038 of the Internal Revenue Service executed by the Authority;
(g) closing certificates of the Issuer and the Borrower;
(h) opinions of Bond Counsel, the Borrower’s Counsel and the Issuer’s Counsel; and
(i) such additional legal opinions, certificates, instruments and other documents as the Purchaser, Purchaser’s Counsel or Bond Counsel may reasonably request to evidence: compliance by the Issuer and the Borrower with legal requirements and the due performance or satisfaction by them of all agreements to be performed by them and all conditions to be satisfied by them at or prior to the Closing.

Section 6. Governing Law. This Purchase Agreement shall be governed by the laws of the State of Illinois.

Section 7. Miscellaneous. This Purchase Agreement is made solely for the benefit of the Issuer, the Borrower and the Purchaser and no other person, including any purchasers of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.
This Purchase Agreement shall become effective upon your mutual acceptance hereof.

Very truly yours,

FIFTH THIRD BANK, N.A.

By: _____________________________
Name: _____________________________
Senior Vice President

Accepted and agreed to as of the date first above written:

CITY OF EVANSTON, ILLINOIS

By: _____________________________
Name: Steve Hagerty
Title: Mayor

Approved and agreed to as of the date first above written:

CHIARAVALLE MONTESSORI SCHOOL

By: _____________________________
Title: Director of Finance and Operations

By: _____________________________
Title: Member, Board of Trustees
### Exhibit A

#### Pricing Terms

**Series 2019[A][B]**

<table>
<thead>
<tr>
<th>Maturity</th>
<th>End of Initial Interest Period</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Designated Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>[April 1, 2040]</td>
<td>December 1, 2026</td>
<td>$3,925,000</td>
<td>[]%</td>
<td>[79][81]%</td>
</tr>
<tr>
<td>[November 1, 2045]</td>
<td></td>
<td>$3,735,000</td>
<td>[___]%</td>
<td></td>
</tr>
</tbody>
</table>
$3,925,000 aggregate principal amount of
CITY OF EVANSTON, ILLINOIS
REVENUE BONDS, SERIES 2019A
(CHIARAVALLE MONTESSORI SCHOOL)

and

$3,735,000 maximum aggregate principal amount
CITY OF EVANSTON, ILLINOIS
REVENUE BONDS, SERIES 2019B
(CHIARAVALLE MONTESSORI SCHOOL)

CLOSING MEMORANDUM

Index of Closing Documents

Pre-Closing: December 5, 2019
Closing: December 6, 2019
CLOSING MEMORANDUM

$3,925,000 aggregate principal amount of

CITY OF EVANSTON, ILLINOIS
REVENUE BONDS, SERIES 2019A
(CHIARAVALLE MONTESSORI SCHOOL)

and

$3,735,000 maximum aggregate principal amount

CITY OF EVANSTON, ILLINOIS
REVENUE BONDS, SERIES 2019B
(CHIARAVALLE MONTESSORI SCHOOL)

Pre-Closing: December 5, 2019
Closing: December 6, 2019

The following documents are to be delivered as a condition precedent to the delivery of $3,925,000 aggregate principal amount of Revenue Bonds, Series 2019A and $3,735,000 maximum aggregate principal amount of Revenue Bonds, Series 2019B (Chiaravalle Montessori School) (the “Bonds”), of the City of Evanston, Illinois (the “City” or the “Issuer”).

BASIC DOCUMENTS

1. Executed counterpart of the Bond and Loan Agreement dated as of December 1, 2019 (the “Bond and Loan Agreement”), by and among the City, Fifth Third Bank, N.A. (the “Lender”, or the “Purchaser”) and Chiaravalle Montessori School (the “Corporation” or the “Borrower”)

2. Bond Purchase Agreement dated November 15, 2019 among the Issuer, the Corporation and the Purchaser related to the Series 2019A Bonds

3. Bond Purchase Agreement dated December 6, 2019 among the Issuer, the Corporation and the Purchaser related to the Series 2019B Bonds

4. Executed counterpart of the Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing dated as of December 1, 2019 by and between the Borrower and Purchaser

5. Executed counterparts of the Environmental Indemnity Agreement dated as of December 1, 2019 between Borrower and Purchaser

6. Continuing Covenants Agreement dated as of December 1, 2019 by and between the Purchase and the Borrower
7. Specimen Bond

8. Executed counterpart of the Tax Compliance Agreement dated December 6, 2019, between the Issuer and the Borrower related to the Series 2019A Bonds, including the following Exhibits:

   A. Definitions
   B. Description of Bonds
   C. Borrower’s Determination Letter
   D. Projected Allocation of Uses of Fund
   E. Bond Purchaser’s Certificate
   F. Form 8038
   G. Form of Excess Earnings Report
   H. Forms of Investment Certificates
   I. Chiaravalle Montessori School Post Issuance Compliance Procedures
   J. Publishers’ Affidavits and Transcript of Public Hearing
   K. Approval of Elected Representative/Bond Ordinance
   L. Qualified 501(c)(3) Bond Tests
   M. Reimbursement Proceeds
   N. Reimbursement Resolution
   O. Rebate Elections
   P. Projected Draw Down Schedule
   Q. Weighted Average Economic Life of Project

9. Executed counterpart of the Tax Compliance Agreement dated December 6, 2019, between the Issuer and the Borrower related to the Series 2019B Bonds, including the following Exhibits:

   A. Definitions
   B. Description of Bonds
   C. Borrower’s Determination Letter
   D. Projected Allocation of Uses of Fund
   E. Bond Purchaser’s Certificate
   F. Form 8038
   G. Form of Excess Earnings Report
   H. Forms of Investment Certificates
   I. Chiaravalle Montessori School Post Issuance Compliance Procedures
   J. Publishers’ Affidavits and Transcript of Public Hearing
   K. Approval of Elected Representative/Bond Ordinance
   L. Qualified 501(c)(3) Bond Tests
   M. Reimbursement Proceeds
   N. Reimbursement Resolution
   O. Rebate Elections
   P. Projected Draw Down Schedule
   Q. Weighted Average Economic Life of Project
ITEMS TO BE FURNISHED BY THE CITY
10. General Certificate of the City, including as Exhibits:
   A. Bond Ordinance
11. UCC-1 Financing Statement: City as Debtor

ITEMS TO BE FURNISHED BY THE CORPORATION
12. Closing Certificate of the Corporation, including as Exhibits:
   A. Resolution of the Board of Directors of the Corporation authorizing the Corporation to execute the Bond and Loan Agreement and other documents related thereto
   B. Articles of Incorporation of the Corporation, certified by the Secretary of State of Illinois
   C. By-laws of the Corporation
   D. Good Standing Certificate issued by the Secretary of State of the State of Illinois
   E. 501(c)(3) Determination Letter
13. UCC-1 Financing Statement (Fixture Filing): Corporation as Debtor
14. UCC-1 Financing Statement: Corporation as Debtor
15. Executed Bond Advance
16. Executed Disbursement Request No. 1, with attachments

ITEMS TO BE FURNISHED BY THE LENDER
17. Closing Certificate of the Lender, including as Exhibits:
   A. Certified copy of an extract of By-laws authorizing certain officers to act on behalf of the Lender
18. Receipt for the Series 2019A Bonds and Proceeds

OPINIONS OF COUNSEL
22. Opinion of Katten Muchin Rosenman LLP, Bond Counsel
23. Opinion of Applegate & Thorne-Thomsen, counsel to Corporation
24. Opinion of Clark Hill PLC, counsel to the Lender
25. Opinion of the Katten Muchin Rosenman LLP, counsel to Corporation
26. Opinion of Chapman and Cutler LLP, counsel to the City

**REFUNDING OF SERIES 2014 BONDS**

27. Notice of Corporation to the City, and MB Financial Bank N.A., the holder of the Prior Bonds of intent to redeem all of the outstanding City of Evanston Revenue Bonds, Series 2014A and B (Chiaravalle Montessori School) (the “Prior Bonds”)
28. Release and Discharge of Bond and Loan Agreement for the Prior Bonds
29. Release of Mortgage, Security Agreement and Assignment of Rents and Leases for the Prior Bonds
30. Incumbency and Authorization Certificate
31. UCC-3 – Termination of Secured Party Interest for the Prior Bonds

**ADDITIONAL DELIVERABLES TO BE FURNISHED TO PURCHASER**

32. Pro Forma Title Insurance Policy or Marked-Up Commitment, including all required endorsements
33. Sworn Statement from Borrower
34. Sworn Statement from Contractor
35. Alta Survey and Plat of Topographical Survey
36. Closing Delivery Letter
To: Honorable Mayor and Members of the City Council  
From: Alexandra Ruggie, Assistant City Attorney 
CC: Ethics Subcommittee 
Subject: Ordinance 20-O-19, Amending Title 1, Chapter 10 "City of Evanston Code of Ethics and Board of Ethics" 
Date: October 28, 2019 

Recommended Action: 
The Members of the Ethics Subcommittee recommend adoption of Ordinance 20-O-19 Amending City Code Title 1, Chapter 10 "City of Evanston Code of Ethics and Board of Ethics" and the Board of Ethics Rules.

Council Action: 
For Introduction 

Summary: 
Ordinance 20-O-19 amends Title 1, Chapter 10, "City of Evanston Code of Ethics and Board of Ethics." This Ordinance incorporates suggestions from the Rules Ethics Subcommittee as well as the City's Board of Ethics. Ordinance 20-O-19 is a complete re-write of the process in which an ethics complaint is handled. The Ordinance removes the Law Department participation entirely and adds a Special Counsel to advise the Board of Ethics.

This Ordinance uses neutral pronouns including "they", "them", "their" and "themselves".

Legislative History: 
At the Rules January 22, 2019 meeting, the Rules Committee created an ad hoc subcommittee to review issues with the City's current Ethics Ordinance and report back with its findings and recommendations to the Rules Committee. The subcommittee presented its draft to the Rules Committee on October 7, 2019.

Attachments: 
20-O-19 Amending Title 1, Chapter 10 Board of Ethics 
BOE Rules & Procedures
AN ORDINANCE

Amending Title 1, Chapter 10 of the Evanston City Code, “City of Evanston Code of Ethics and Board of Ethics”

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

SECTION 1: Title 1, Chapter 10, “Board of Ethics,” of the Evanston City Code of 2012, as amended, is hereby deleted in its entirety and further amended to read as follows:

Chapter 10 – City of Evanston Code of Ethics and Board of Ethics.

1-10-1. - PURPOSE.

The purpose of this Chapter is to provide a Code of Ethics for the City of Evanston, establish a Board of Ethics and set forth an ethics complaint process.

1-10-2. - DEFINITIONS.

<table>
<thead>
<tr>
<th>Advisory Panel.</th>
<th>Board of Ethics Chair and Special Counsel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointed Official.</td>
<td>Any member of a board or commission appointed by the Mayor or the City Council.</td>
</tr>
<tr>
<td>Board of Ethics Chair.</td>
<td>Board of Ethics Chair will act as a Hearing Officer whose duty it is to: (1) Preside at a hearing called to determine whether or not a Code violation exists; (2) Hold conferences between the parties for the settlement or simplification of the issues; (3) Administer oaths; (4) Accept evidence from all interested parties relevant to the existence of a Code violation to be presented to the Board of Ethics at the hearing; and (5) Rule upon motions, objections and the admissibility of evidence.</td>
</tr>
<tr>
<td><strong>City approval.</strong></td>
<td>Any contract, legislative action, administrative action, transaction, zoning decision, permit decision, licensing decision, or other type of approval action that may be the subject of an official City act or action.</td>
</tr>
<tr>
<td><strong>Code.</strong></td>
<td>The City of Evanston Code of Ethics.</td>
</tr>
<tr>
<td><strong>Compensated time.</strong></td>
<td>With respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of their employment. For purposes of this Code, compensated time shall not include any designated holidays, vacation periods, personal time, compensatory time or any period when the employee is on a leave of absence. For employees whose hours are not fixed, “compensated time” includes any period of time when the employee is on premises under the control of the City and any other time when the employee is executing their City duties, regardless of location.</td>
</tr>
<tr>
<td><strong>Compensatory time.</strong></td>
<td>Authorized and documented time off from work earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment with the City.</td>
</tr>
<tr>
<td><strong>Covered person.</strong></td>
<td>Unless otherwise stated or expressly limited, this shall mean every elected official, appointed official or employee of the City.</td>
</tr>
<tr>
<td><strong>Director.</strong></td>
<td>Each City department head.</td>
</tr>
<tr>
<td><strong>Elected official.</strong></td>
<td>The Mayor, any member of the City Council chosen by the City electorate and any duly appointed member of the City Council and the City Clerk.</td>
</tr>
<tr>
<td><strong>Employee.</strong></td>
<td>Any person employed by the City (whether part-time or full time and whether or not pursuant to a contract) whose duties are subject to the direction and control of the City Council or a City supervisor with regard to the material details of how the work is to be performed. Employee does not include an independent contractor. An elected official is not an employee.</td>
</tr>
<tr>
<td><strong>Gift.</strong></td>
<td>Any money, fee, commission, credit, gratuity, thing of value including a discount, entertainment, hospitality, loan, forbearance, other tangible or intangible item having monetary value. This includes compensation of any kind including, but not limited to, cash, food and drink, or honoraria for speaking engagements related to or attributable to government employment or the official position of a covered person.</td>
</tr>
<tr>
<td><strong>Interest in real property.</strong></td>
<td>This shall include, but is not limited to any legal or beneficial interest whatsoever in real property through (i) a trust; or (ii) contract to purchase where title may not have been yet conveyed; or (iii) a corporation, an investment group or limited liability company or partnership; or (iv) leasehold or rental agreement.</td>
</tr>
<tr>
<td><strong>Intra-governmental</strong></td>
<td>Intra-governmental gift means any gift given to a covered person.</td>
</tr>
</tbody>
</table>
and inter-governmental gifts. from another covered person. Inter-governmental gift means any gift given to a covered person by an elected official, appointed official or employee of another public body.

<table>
<thead>
<tr>
<th>Other members of a person's household.</th>
<th>A person who is not a spouse or minor child of a covered person who resides at the same residence of the covered person at least 180 days per year and does not pay fair market value rent.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Persons or entities doing business.</td>
<td>Any one or any combination of sales, purchases, leases or contracts to, from or with the City in an amount in excess of $10,000 in any twelve (12) consecutive months.</td>
</tr>
<tr>
<td>Persons seeking to do business.</td>
<td>(1) Any person taking any action within the past six (6) months to obtain a contract or business from the City when, if such action were successful, it would result in the person’s doing business with the City, and the contract or business sought has not been awarded to any person; or (2) any matter that was pending before the City Council in the six months prior to the date of the contribution if the matter involved the award or loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the creating of tax increment financing districts or concession agreements.</td>
</tr>
<tr>
<td>Political organization.</td>
<td>A political party, committee, association, fund, or other organization (whether or not incorporated) that is created to further the election of a candidate or in furtherance of a law, ordinance or referendum.</td>
</tr>
<tr>
<td>Prohibited source.</td>
<td>Any person or entity who (that): (a) Whether directly or indirectly seeks or solicits any official action from a covered person or from a public body or a person who directs a covered person; (b) Whether directly or indirectly, does business with or seeks to do business with a covered person or with a public body or a person who directs a covered person; (c) Whether directly or indirectly, is regulated by a covered person or by a public body or a person who directs a covered person; (d) Whether directly or indirectly has any interest that may be substantially affected by the performance or non-performance of the official duties of a covered person; or (e) Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity not otherwise considered to be a prohibited source does not become a prohibited source merely because a registered lobbyist is a member of that entity or serves on its board of directors.</td>
</tr>
<tr>
<td>Protected activity.</td>
<td>For purposes of this Chapter, protected activities means the following: (a) Disclosure or request to disclose an activity, policy or practice that any covered person would reasonably believe is a</td>
</tr>
</tbody>
</table>

~3~
violation of a federal, state or City law, rule or regulation;
(b) Providing of information to or testimony before any public body conducting an investigation, hearing or inquiry of any kind into any possible violation of a federal, state or City law, rule or regulation; or
(c) Cooperation with or participation in any federal, state, or municipal proceeding to enforce the provisions of this Code of Ethics.

**Public body.**

1. The federal government, federal agency, federal judiciary, federal official or employee, any federal law enforcement agency or office, or federal grand jury or petit jury;
2. A state government, state agency, state judiciary, state official or employee, any state law enforcement agency or office or state grand jury or petit jury;
3. A municipal government, municipal agency or department, municipal committee, municipal judiciary, municipal official or employee, any municipal law enforcement agency or office; or
4. County, township, special districts, or other taxing entity.

**Retaliatory action.**

(a) Retaliation against an employee: Adverse action of any kind against any employee including but not limited to the reprimand, discharge, suspension, demotion or denial of promotion or transfer of any employee, or the imposition of a punishment as set forth in this Code of Ethics that is administered to an employee because of the employee's involvement in protected activity as set forth in this Code of Ethics;
(b) Retaliation against an elected official or appointed official: Adverse action of any kind against an elected official or appointed official including, but not limited to, the filing of a bad faith complaint by a covered person against an elected official or appointed official for a violation of this Code of Ethics or the imposition of discipline as set forth in this Code of Ethics that is administered against an elected official or appointed official because of an elected official's or appointed official's involvement in a protected activity as set forth in this Code of Ethics; or
(c) Retaliation against any individual or entity: Adverse action of any kind by a covered person against any individual or entity including, but not limited to, the refusal of services, threats of any kind including the threat of applying stricter requirements or restrictions or standards of any kind, monitoring with excessive visits, differential or discriminatory behavior of any kind, harassment, delay, changing deadlines or changing required standards of performance or conduct, or the initiation of investigations without a good faith cause that is taken because of the individual's or entity's involvement in a protected activity.
as set forth in this Code of Ethics.

<table>
<thead>
<tr>
<th>Special Counsel</th>
<th>Counsel for Board of Ethics.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor.</td>
<td>An employee who has the authority to direct and control the work performance of another employee or who has authority to take corrective action regarding any violation of a law, rule or regulation.</td>
</tr>
</tbody>
</table>

1-10-3. - REQUIREMENTS FOR FINANCIAL DISCLOSURE AND AFFILIATION.

(A) Disclosure of interest in real property. Each elected official, appointed official, director and employee who staffs a board of commission, shall file with the City Clerk, a statement disclosing any ownership interest in real property located within the corporate limits of the City by the elected official, appointed official, director or coordinator.

(B) Disclosure of business interests. Each elected official, appointed official, director and employee who staffs a board of commission shall annually file with the City Clerk, a statement disclosing the ownership in or the employment by any business, firm, corporation or entity of any kind doing business with the City. This shall not include an interest in a publicly traded entity where the covered person holds less than one percent of the stock.

(C) Disclosure of other employment. Each elected official, appointed official, director and employee who staffs a board of commission shall file annually with the City Clerk, a statement specifying all employment for the previous calendar year of the person filing the statement and the person's spouse or cohabitating partner. This statement shall include the name of the employing entity, the number of hours typically worked per week, the nature of the service performed in the course of such employment, and a statement of whether the services performed were connected in any manner to the individual's employment with the City or with City business.

This statement shall further disclose whether the covered person or covered person's employer performed any service or work for the City for which the covered person was compensated. This shall not include compensation for work performed in the person's official capacity with the City.

(D) Filing and disclosure.

1. All disclosure statements described in this section shall be filed with the City Clerk on or before July 1 of each calendar year, except as otherwise set forth in this Code of Ethics, or within sixty (60) days of a change in status. The City Manager or the Mayor and City Council shall have the authority to require more frequent filings.

2. A person who is specially appointed as an officer, a person who is an appointed official, a person who is elected in a special election, and all newly hired employees shall have thirty (30) calendar days from election, appointment or date of hire to file the disclosures required by this section.

3. Persons obligated to file disclosure statements pursuant to the laws of the state shall also file copies of such disclosure statements with the City Clerk.
4. Any disclosure required by this City Code Section 1-10-3 shall include the disclosure of interests of the covered person's spouse, minor child and other members of the covered person's household.

1-10-4. - REQUIREMENTS WITH RESPECT TO CONFLICTS OF INTEREST AND STANDARDS OF CONDUCT.

(A) Impartiality. All Employees shall perform their duties with impartiality and without prejudice or bias in their service to the residents of the City of Evanston. No Employee shall grant or make available to any individual, including other covered persons any consideration, treatment, advantage or favor beyond that which is available to every other individual.

(B) Recusal and abstention. When an elected official or appointed official must take official action on a legislative matter or in connection with their performance of City duties as to which they have a conflict of interest or as to which a person in their position would believe that there is an appearance of a conflict-of-interest created by a personal, family, client, legislative interest, or economic interest, they must disclose, either in advance in writing, or verbally at the meeting at which such matter is to be entertained, to the Special Counsel and to the board, commission, or City Council on which the person is a member of, during an open session, the existence of the potential conflict of interest. This official must then either eliminate the cause of the conflict of interest or, if that is not feasible, abstain from any direct or indirect official action relating to the matter including but not limited to participating in any discussion, debate or vote relating to the matter. It is understood that there are certain statutory conflicts of interest which may not be cured by recusal and abstention. Conflicts of interest such as are set forth in 65 ILCS 5/3.1-55-10 and 50 ILCS 105/3a may be cured only by resignation from office or as otherwise set forth in those statutes.

(C) Prohibition against interests in City contracts and business. No covered person, whether paid or unpaid, shall have any direct or indirect interest in any contract, work or business with or of the City except as permitted by 65 ILCS 5/3.1-55-10 of the Illinois Municipal Code.

(D) Prohibition against interests which are in conflict with or appear to be in conflict with the performance of official duties. No covered person shall directly or indirectly engage in any business or transaction or shall directly or indirectly have a financial or other personal interest in a business or transaction that is in conflict with or gives the appearance of being in conflict with the proper discharge of their official duties or that impairs or may give the appearance of impairing their independent judgment and/or independent action in the performance of their official duties. For purposes of this Section, "personal interest" shall include the financial interest of a spouse, minor child or other household member of the covered person.

(E) Interest in a City approval. Each covered person having the power or duty to directly or indirectly perform an official act or action that is related to a City approval shall:
1. Disclose any direct or indirect interest, including that of a spouse or cohabitating partner in the City approval being sought;
2. Disclose any direct or indirect interest in any business entity seeking the City approval or in any entity representing, advising or appearing on behalf of that business entity or person, whether paid or unpaid, in seeking the City approval;
3. Not solicit, or discuss and or accept, while a covered person, an offer of present or future employment with a person or business entity seeking the City approval;
4. Not encourage, make or engage in any ex parte or unilateral application or communication where a determination is to be made after a public hearing and if such communication is made, the contents of the communication shall be made part of the public record. Said communication only applies where a covered person is a member of a hearing body when the communication pertains to said hearing;
5. Not directly or indirectly solicit, accept or grant a future gift, favor, service or anything of value from or to an entity or person seeking the City approval or from any person or entity who was expected to receive a material benefit, directly or indirectly on account of the City approval, except:
   a. A one-time consumable non-pecuniary gift with a value of less than one hundred dollars;
   b. A non-pecuniary award publicly presented in recognition of public service.

(F) Prohibited campaign or political activity:
1. No covered person shall intentionally require any employee to and no employee while on compensated time shall intentionally:
   a. Use any City property or resources in connection with any campaign or political activity;
   b. Participate in any political activity for the benefit of any campaign for elective office or any political organization;
2. No covered person shall intentionally:
   a. Use the service of any employee by requiring performance by that employee of any campaign or political activity;
   b. Require any campaign or political activity as a part of an employee's City duties or as a condition of continued City employment or advancement;
   c. Require an employee, at any time, to participate in any campaign or political activity as consideration for the employee being awarded any additional compensation or employee benefit in the form of a salary adjustment, bonus, compensatory time, uncompensated approved leaves of absence, or as a condition of continued employment or advancement for that employee, or requiring such participation for any other reason;
   d. Award an employee additional compensation or employee benefit(s), in the form of a salary adjustment, bonus, compensatory
time off, uncompensated approved leaves of absence, continued employment, advancement, or otherwise, as consideration for that employee's participation in any campaign or political activity;

e. Require any other covered person to make any campaign contribution whether in money, in time, or through the provision of any goods or services in consideration for the continued employment or advancement of the covered person.

(G) Pre-acquisition of interest. No covered person shall directly or indirectly acquire an interest in or an interest affected by any City approval at a time when the covered person knew or reasonably should have known that the acquired interest might be directly or indirectly affected by an official act or action of such covered person.

(H) Appearances. No covered person, except elected officials, shall appear on behalf of or against any private party before any City board or commission. This shall not include appearances on behalf of themselves, their spouse or minor child or other member of the person's household.

(I) Disclosure and/or use of confidential information. No covered person shall, without proper legal authorization, directly or indirectly disclose confidential information concerning the property, government or affairs of the City or use such information to directly or indirectly advance the financial, personal or other private interest of the covered person or any other person or entity.

(J) Public property. No covered person shall permit the use of or engage in the unauthorized use of City owned funds, vehicles, equipment, materials or property of any kind for political activity, personal convenience or profit or for any other matter not related to official City business. This prohibition shall apply irrespective of whether or not the public property is returned or reimbursed. This prohibition shall not apply to the use of non-powered traffic control items such as cones or other barricades used for civic events or block parties. No political activity may take place on any City property or at any City Ward Meeting.

1-10-5. - OFFICIAL MISCONDUCT.

A covered person commits official misconduct when in their official capacity intentionally commits any one of the following acts:

(A) Performs an act in excess of their lawful authority, with intent to obtain a personal benefit or advantage for themselves or for another person.

(B) Solicits or knowingly accepts for the performance of any act in connection with their official duties any fee or reward which they know is not authorized by law and which is not part of their regular compensation for the performance of their official duties.

(C) Uses the prestige, power or influence of their office or employment to engage in any transaction or any activity, which is, or would appear to be, in conflict or incompatible with the proper discharge of their official duties, or which impairs, or would appear to impair, the officer, appointed official or employee's independence of judgment or action in the performance of official duties. This...
prohibition shall extend to any use of official position or employment for a purpose that is or would to a reasonable person appear to be for the private benefit of the officer, appointed office, employee or any member of their family, rather than primarily for the benefit of the City.

(D) Purchases, receives or accepts any financial interest in any sale to the City of any service or property.

(E) Accepts a retainer or any form of compensation from any private interest that is expressly or implicitly contingent upon the occurrence of specific City action.

(F) Represents any private interest in any transaction involving the City for twelve (12) months after their status as an elected official of the City terminates.

1-10-6. - GIFT BAN.

(A) Gift ban. Except as otherwise provided in this section, no covered person shall directly or indirectly solicit or accept any gift from any prohibited source in violation of any federal or state statute, rule or regulation or in violation of any City ordinance, rule or regulation. This ban applies to and includes the spouse, minor child, immediate family member, or other member of the household of the covered person.

(B) Gift ban exceptions. The restrictions above do not apply to the following:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public;

2. Anything for which the covered person pays the market value that is available on the same conditions as for the general public;

3. Any (i) contribution that is lawfully made under the election code or under this Chapter; or (ii) activities associated with a fundraising event in support of a political organization or candidate;

4. Educational materials and magazines;

5. Travel expenses paid for by the City for a meeting to attend to City business that have been reviewed and approved by the City Manager or their designee;

6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;

7. Anything provided by an individual on the basis of a personal friendship unless a reasonable person would have reason to believe that under the circumstances the gift was provided because of the official position or employment of the covered person and not because of personal friendship;
8. In determining whether a gift is provided on the basis of personal friendship, the covered person shall consider the circumstances under which the gift was offered, such as:
   a. The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
   b. Whether in the actual knowledge of the covered person, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift;
   c. Whether in the actual knowledge of the covered person, the individual who gave the gift also at the same time gave the same or similar gifts to another covered person; and
   d. Whether in the actual knowledge of the covered person, the individual who gave the gift had any matter proposed or pending before the City that related directly or indirectly to the covered person.

9. Food, entertainment or refreshments not exceeding one hundred dollars ($100.00) per person in value that are provided and consumed on a single calendar day and that are provided in connection with a meeting or event associated with official City duties provided (1) that the food or refreshments are consumed on the premises from which they were purchased, prepared or catered; and (2) that, in case of employees, the anticipated provision of food or beverages is disclosed to the supervisor of the employee(s) in writing no less than twenty-four (24) hours in advance. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to eat and that are delivered by any means. This provision is not intended to allow employees to receive food or beverages which are not part of an official preapproved meeting in connection with City duties;

10. Food, refreshments, lodging, transportation and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the City duties of the covered person as an office holder or employee) of the covered person, if the benefits have not been offered because of the official position or employment of the covered person, and are customarily provided to others in similar circumstances;

11. Intra-governmental and inter-governmental gifts;

12. Bequests, inheritances and other transfers at death; or

13. Anything provided as a gift to a covered person because that person is retiring or leaving office or City employment provided that each such gift is disclosed to the covered person’s supervisor and if that person is an elected or appointed official, the disclosure will be to the City Manager or their designee.

Each of the exceptions listed in this section is mutually exclusive and independent of one another.

(C) Disposition of banned gifts. A covered person does not violate this Section if the covered person makes timely disclosure in writing of the receipt of the gift to the

~10~
Special Counsel and informs the Special Counsel in writing that the prohibited gift has been returned to the source identified in the written disclosure, or provides written disclosure to the Special Counsel of the receipt of the gift along with appropriate documentation which demonstrates that the gift or an amount equal to its value has been given to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered or succeeded.

1-10-7. - WHISTLE BLOWER PROTECTION.

No covered person shall take or cause another to take any retaliatory action against any person because that person has engaged in protected activity.

1-10-8. - ETHICS TRAINING.

(A) Ethics training: Beginning in 2020, each covered person must complete, on an annual basis, an ethics training program provided by the Law Department. Any new employee, newly elected or newly appointed Covered Person must complete the ethics training within thirty (30) days of acceptance or swearing in of their new position. This training program shall:

1. Require each covered person to review this Code of Ethics and to sign a statement attesting to the fact that the covered person has read and understands this Code of Ethics; and

2. Discuss the requirement that each covered person must act in accordance with federal and state law and City regulations and in compliance with this Code of Ethics. Each director must also implement an ongoing ethics training program for that department's employees. This ongoing ethics training program shall be overseen by the City Manager. The director of each department and the City Manager, on an annual basis shall submit a written statement to the City Council attesting to the fact that the ethics training has taken place during that calendar year.

(B) Each calendar year, the City of Evanston Law Department shall meet with the City Manager to review the implementation of this Code of Ethics, the status of ongoing training and discuss any needed changes. The Law Department and City Manager shall make an annual report to the City Council in writing about this meeting, the status of the implementation of this Code of Ethics, and any recommended changes.

1-10-9. - ABUSE OF THE CODE OF ETHICS.

It shall be a violation of this Code of Ethics for any covered person to knowingly engage in the following conduct:

(A) Intentionally and in bad faith make a false report alleging a violation of any provision of this Code of Ethics.
(B) Intentionally and in bad faith obstruct or attempt to obstruct the implementation of this Code of Ethics or an investigation of any alleged violation of this Code of Ethics.

1-10-10. - BOARD OF ETHICS ESTABLISHMENT, MEMBERSHIP, QUALIFICATIONS, TERMS OF OFFICE, AND ORGANIZATION.

(A) The City of Evanston Board of Ethics is hereby established. The Board of Ethics shall consist of five (5) members appointed by the Mayor with the consent of the City Council.

(B) Five (5) voting members shall be appointed to the Board of Ethics by the Mayor with the advice and consent of the City Council for a term of two (2) years. Each member of the Board of Ethics may not serve more than two (2) year terms. The Chair of the Board of Ethics shall be appointed by the Mayor. The appointed board members shall be residents of the City who are known for personal integrity and sound judgment, who are not employees of the City, who have no claim pending against the City and who have no contractual relationship with the City. The members shall serve without compensation for their services.

(C) If a vacancy occurs before the end of a term, a member shall be appointed by the Mayor with the consent of the City Council for the unexpired portion of the term.

(D) At the first meeting in January of each year, or at a meeting as close to that date as practicable, the Board of Ethics shall elect a Vice-Chair. The Chair shall preside over all meetings. The Vice-Chair shall perform all duties of the chair in the absence of the Chair.

(E) The City Manager will designate a Staff Liaison to provide ministerial assistance to the Board of Ethics. The Staff Liaison will prepare and post agendas and minutes, coordinate Board meetings and hearings, and provide any additional support necessary to the Board. The Staff Liaison shall not be a member of the City’s Law Department.

1-10-11. - CALL OF MEETING.

The Board of Ethics shall meet monthly as regularly scheduled, unless properly cancelled. The Board of Ethics may schedule Special Meetings as needed. The Board of Ethics will operate in full conformance with the Illinois Open Meetings Act 5 ILCS 120/1 et seq. and in accordance with the Board of Ethics Rules.

1-10-12. - POWERS AND DUTIES.

The Board of Ethics shall have the following powers and duties:

(A) To give advisory opinions to the Special Counsel on proposed action(s);

(B) To hear complaints concerning unethical conduct as to any covered person;

(C) To make recommendations to the City Council for changes in the City’s Code of Ethics;

(D) The Board of Ethics may adopt such rules as it deems necessary for the conduct of its business;
The Board of Ethics does not have the power to issue subpoenas;
The Board may render an informal advisory opinion based on a real or hypothetical set of circumstances, when requested by a covered person. If a covered person submits a request or question to the Board for an informal advisory opinion, the Board must respond in writing. All requests to the Board for an informal advisory opinion are confidential. The Board may publish advisory opinions if guidance on a frequent issue is requested. The published informal advisory opinions must be redacted to remove any personal identifiers; and
Issue a final order which includes findings of fact and conclusions of law for all Ethics Code Complaints.

1-10-13. - BOARD OF ETHICS SPECIAL COUNSEL.

The Board of Ethics Special Counsel (“Special Counsel”) is hereby established.
Special Counsel shall be appointed by the Mayor with the consent of the City Council and will have duties as outlined in this Chapter. Special Counsel will be administered through the City Manager’s Office and shall be an independent contractor of the City.
Special Counsel shall create their own rules and regulations to execute their duties as outlined, and in conformance with this ordinance. Such rules shall be subject to the approval of a majority of a quorum of the Ethics Board. The rules and regulations shall be published in pamphlet form available to the public.
Special Counsel on their own action can initiate an ethics investigation. The findings of such an investigation shall be provided to the Advisory Panel as outlined in City Code Section 1-10-14.
The Special Counsel must have demonstrable relevant experience in order to be considered for the appointment and the Special Counsel must be a licensed member, in good standing, of the Illinois Bar, at the time of appointment and for the duration of their term.
The Special Counsel shall perform an intake for Ethics Complaints filed, compile any evidence submitted by the Complainant and the Respondent pertaining to said Complaint, provide legal advice and counsel to the Board of Ethics and perform all duties as specified in 1-10-15. The Special Counsel is not required to locate evidence for either party.

1-10-14. - FORMAL COMPLAINTS AND FINDINGS OF VIOLATION.

Any person (complainant) may file a formal ethics complaint with the Board of Ethics through the Special Counsel by written complaint to the Board of Ethics.

The complaint shall state the name of complainant (complainant), the name of the person accused (respondent) and set forth the specific act or acts alleged to constitute a violation of the Ethics Code along with all facts known to the complainant that support the complaint.
(B) An acknowledgment of receipt of the complaint shall be sent by the Special Counsel via email to the complainant within seven (7) calendar days of receipt of the complaint.

(C) The Special Counsel and Chair of the Board of Ethics shall make up the Advisory Panel. The Advisory Panel shall make a preliminary jurisdictional determination as to whether the complainant has stated sufficient facts to constitute a violation of the Ethics Code. Jurisdiction shall be determined if the complaint is alleged against a covered person and states allegations of a violation or violations of the Ethics Code. If the Advisory Panel does not agree as to the jurisdictional determination, the Complaint shall be presented to the Board of Ethics in closed session for determination of jurisdiction. The Advisory Panel’s determination does not constitute an open meeting of the Board of Ethics. The Advisory Panel shall give their findings to the Board of Ethics to review in closed session at the next regularly scheduled meeting of the Board of Ethics. The Board of Ethics shall determine whether the complaint should be dismissed for lack of jurisdiction and all final action must be taken in open session. If the Board of Ethics determines that the complaint should be dismissed for lack of jurisdiction, the Special Counsel will communicate that finding to the complainant within seven (7) calendar days from the determination. Neither the complaint nor jurisdictional findings is subject to disclosure under the Illinois Freedom of Information Act. Upon finding that the complaint alleges sufficient facts to state a violation, the Board of Ethics shall conduct a hearing in accordance with Section 1-101-15.

(D) The hearing shall be led by the Board of Ethics Chair and include a review of all relevant documents and records.

(E) The Board of Ethics shall render its opinion in writing as soon as practicable after the hearing is concluded. The opinion shall include a finding of facts, the identification of the specific Ethics Ordinance provision that was allegedly violated, and an opinion based upon the factual findings as to whether the alleged violation was sustained or not.

(F) A copy of the Board of Ethics opinion shall be sent to the respondent and the complainant. Within ten (10) business days from receipt of the opinion, the respondent or the complainant may object and ask for reconsideration in writing of the opinion; said objection must set forth in detail the basis for the objection. The objection must be received by the Special Counsel, within the ten (10) business day period set forth above.

(G) Upon receipt of a timely written objection and request for reconsideration, the Board of Ethics shall evaluate the objection and take whatever steps are necessary to reach a conclusion on the objection.

(H) After due consideration of any objection and request for reconsideration, if made, the Board of Ethics shall render its final opinion in writing. The final opinion shall be sent to the Respondent, the Complainant and the City Council.

(I) Only if, and when, the respondent or the complainant objects to the final opinion, the City Council shall act as a Board of Appeals.

(J) The City Council may take further action as is appropriate on any determination by the Board of Ethics that there has been a violation of this Ordinance.
1-10-15. - HEARING PROCEDURES FOR ETHICS HEARINGS.


Rules of evidence shall not govern. The formal and technical rules of evidence do not apply in a hearing permitted under this Code. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

1-10-15-2. - Representation at hearings.

(A) The case for the complainant may be presented by the complainant, any agent of the complainant or an attorney. The complainant may rely solely on the written complaint. Complainant is not required to attend the hearing.

(B) The case for the respondent may be presented by the respondent, any agent of the respondent or an attorney. An agent who is not a licensed attorney shall present a written authorization signed by the respondent giving the agent power to act and to bind the respondent to any order(s) entered by the Board of Ethics. A licensed attorney is not required to produce such an authorization.


The Board of Ethics Chair shall conduct the hearing in an orderly manner and insist upon proper decorum by all persons present at the hearing. The intent of the hearing is to provide the complainant and the respondent full and fair presentation of the issues.

Conduct of the hearing shall be as follows:
- Opening arguments if requested by either party;
- Complainant's case in chief;
- Examination of witness;
- Cross-examination of witness;
- Rebuttal;
- Respondent's case in chief;
- Examination of witness;
- Cross-examination of witness;
- Rebuttal;
- Closing remarks if requested by either party.


Relevant documents may be received into evidence without formal proof of authenticity. The Board of Ethics shall determine the weight, if any, to be afforded documents received into evidence.

1-10-15-5. - Transcript of proceedings.

~15~
Either party may request that the proceedings be taken and transcribed by a certified court reporter. The cost of the reporter shall be borne by the party requesting the reporter. The City shall, at its cost, tape record the proceedings. If a tape recording is made, a respondent may obtain a transcript at respondent's cost.

1-10-15-6. - Continuances.

All hearing proceedings shall be conducted on the date set. For good cause shown, a postponement may be granted at the discretion of the Board of Ethic's Chair. Complainant or Respondent shall be granted one continuance as of right at the first scheduled hearing on a matter after there has been a determination of jurisdiction should they wish additional time to retain counsel or if the matter was scheduled without consultation with the respective party. The purpose of hearing proceedings is to provide a prompt resolution of alleged code violations and, accordingly, the request for and the grant of, continuances shall be curtailed to the extent fairness permits.

1-10-16. - REFERRAL OF FINAL OPINIONS OF THE ETHICS BOARD TO THE CITY COUNCIL FOR FINAL ACTION.

The following are the procedures to be followed when a final opinion of an ethics complaint is forwarded to the City Council for action.

(A) The Chair of the Board of Ethics shall forward the Board of Ethics Opinion to the City Manager. Upon receipt, the City Manager shall put the Board of Ethics Opinion on the Agenda at the next regularly scheduled City Council meeting. If the Opinion falls within one of the Open Meetings Act exceptions (5 ILCS 120/2(c)), the Opinion shall be placed on the Executive Session agenda. All final action must be taken in Open Session.

(B) At the next meeting of the City Council, the Board of Ethics Final Opinion will be considered.

(C) Any time prior to the issuance of the final opinion by the City Council, the Board of Ethics may amend the Opinion to address the allegations against the respondent ordered per Section 1-10-14. Any final settlement must be approved by the City Council. Whether the settlement is made public or not is determined by the City Council. For settlement purposes the hearing may be continued from time to time at the discretion of the City Council.

(D) If an Elected Official, a member of the City Board of Ethics, or the City Manager are the subject of the Complaint, they are barred from all participation directly or indirectly in the complaint process including voting on said Complaint, except where they are to provide testimony or evidence relating to the Complaint, or provide testimony or evidence to refute said Complaint.

(E) If an elected official, other than the Mayor, is the subject of the alleged ethical violation, the Mayor shall also have a vote on discipline. The Mayor and Alderman may not vote on discipline in which they are the subject of the alleged ethical violation.
A two-thirds majority vote by the City Council is needed to overturn a final decision issued by the Board of Ethics.

1-10-17. - ENFORCEMENT AND PENALTIES.

(A) Discipline for elected officials and appointed officials. The City Council may take action against any elected official or appointed official who has been found by the City Council to violate the Code of Ethics. Actions that the City Council may take against elected officials and appointed officials include but are not limited to: counseling, reprimand, public censure or fine. The City Council may, where appropriate, discharge appointed officials. The City Council may not discharge an elected official. The fine may not be less than one hundred dollars ($100.00) nor more than seven hundred fifty dollars ($750.00). The fine will be due thirty (30) days after issuance.

(B) Discipline for employees. In each instance where the City Manager takes such action, the City Manager shall make a written report to the City Council of the facts surrounding the violation of this Code of Ethics and explain what action, if any, was taken, to discipline the employee. For those employees covered under a collective bargaining agreement, discipline will be given in accordance with their collective bargaining agreement.

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

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: Ordinance 20-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.
BOARD OF ETHICS RULES OF PROCEDURE

These Rules of Procedure (the “Rules”) for the Evanston Board of Ethics (the “Board”), as amended, replace and supersede all prior versions. The effective date is the date of adoption of Ordinance 20-O-19 by the City Council, ___________, 2019.

I. ADMINISTRATION

A. Intent: It is the intent of the Evanston Board of Ethics that these Rules are intended to set forth the procedures to implement the requirements of Title 1, Chapter 10 “Board of Ethics”, of the Evanston City Code of 2012, as amended (the “City Code”). The City Code and these Rules govern the procedures by which the Board must operate. Adherence to the City Code and all other applicable Federal, State, and local regulations are of paramount concern and consideration. The Rules shall fully replace all prior rules of procedure for the Board. In the event of any contradiction between these Rules and the City Code, the Code shall prevail, and if the Code is silent on an issue, the Rules shall prevail.

B. Definitions:

1. “Board” or “Board of Ethics” shall mean and refer to the Evanston Board of Ethics appointed by the Mayor and approved by the City Council, pursuant to Title 1, Chapter 10 of the City Code.

2. “Board member” shall mean a member of the Evanston Board of Ethics.

3. “Code of Ethics” shall mean and refer to Title 1, Section 10 of the City Code, as it may be amended from time to time.

4. “City” shall mean the City of Evanston, Cook County, Illinois.

5. “City Code” shall mean the City of Evanston Code of 2012, as amended.

C. Board Members: The Board shall consist of five (5) members appointed by the Mayor with the advice and consent of the City Council for a two (2) year term. A member shall not serve more than two (2) terms on the Board of Ethics. A Board Chair will be appointed by the Mayor annually.

D. The Board:

1. The Board will consist of a Chairperson and a Vice-Chairperson. The Board will elect a Vice-Chair each year at the first meeting in January or at a meeting as close to that date as practicable.

E. Meetings:
1. Regular meetings of the Board shall be held on the third Tuesday of the month at 7:00 p.m. in the Civic Center at 2100 Ridge Avenue, Evanston, Illinois. Notice shall be posted of all meetings and conducted in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.

2. Special meetings shall be open. Notice of a special meeting shall be posted at least forty-eight (48) hours prior to convening and it shall set forth the time and place of such special meeting and the specific agenda items to be discussed. No other business shall be discussed at such a special meeting except for the agenda items listed.

3. All meetings shall be open to the public except for deliberations on inquiries and advisory opinions and pursuant to those exceptions set forth in the Illinois Open Meetings Act 5 ILCS 120/1 et seq. During any regular or special meeting, a closed session may be held upon a proper motion made by any single member of the Board for the purpose of discussions permitted under the Open Meetings Act. Closed sessions may be limited to Board members and such invited persons as the Board deems necessary. The Staff liaison will record the motion to close the meeting and keep minutes of the closed session. Closed sessions shall be taped, audibly or visually, with said tapes being maintained for a period not less than 60 days.

4. Written minutes of the Board meetings which are open to the public shall be taken either by a designated Board member or the staff liaison.

5. Abstention. If any member of the Board wishes to abstain from participating in a particular case, they shall announce that fact on the record, stating the reason for such abstention.

F. Quorum: A quorum of the Board shall be three (3) members.

G. Order of Business: The order of business shall be dictated by a packet and agenda prepared and presented to the Board in advance and the order of business shall typically be as follows:

   I. Approval of the minutes
   II. Communications
   III. Old Business
   IV. New Business
   V. Adjournment

The Chair may alter the Order of Business.

H. Rules of Procedure: The Board shall be guided by parliamentary law as prescribed in Roberts Rules of Order, as amended, unless in conflict with these Rules and if such a conflict exists, these Rules shall govern.
I. Amendments to the Rules: Proposed amendments to these Rules may be proposed at any open meeting of the Board and shall be done in consultation with the Special Counsel. Any and all amendments proposed by the Board shall be transmitted to the Rules Committee of the City Council for its consideration and approval.

J. Citizen Comment: All meetings open to the public shall provide time for public comment. The following rules apply:

1. The comments of individual citizens shall not exceed three (3) minutes.
2. The comments of a group of citizens, such as an organization, association, or similar assemblage of individuals shall not exceed ten (10) minutes.
3. All time limits may be modified at the discretion of the chairperson. Reasonable adjustments may be made on a case by case basis to accommodate the requirements of extraordinary situations.
4. Citizen comment will be permitted at a preliminary hearing. It will not be permitted at a full hearing, in which the Board only allows testimony from the Complainant, Respondent, or counsel for either party.

II. DISQUALIFICATION

A Board member, the Board staff member or the Special Counsel shall disqualify themselves from participating in any matter before the Board in which their impartiality might reasonably be questioned, including, but not limited to, instances where they have a personal bias or conflict of interest concerning a party or personal involvement in the matter to be addressed. No Board member shall discuss a pending Complaint with anyone outside of the Board, the Board’s staff member or the Special Counsel during the pendency of the complaint; this includes any ex parte discussion between Board members and the Complaint, the Respondent and any witnesses.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Plan Commission
From: Ike Ogbo, Interim Health & Human Services Director
CC: Michelle Masoncup, Corporation Counsel
Subject: Ordinance 98-O-19, Amending City Code Title 3, Chapter 31 Regarding the Regulation of Collection Boxes
Date: October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 98-O-19 “Amending Chapter 31 to Title 3 of the Evanston City Code Regulating Collection Boxes,” which provides clearer guidance as to size and location restrictions of collection boxes, as well as explicitly empowering the Director of the Health and Human Services Department to make administrative decision in conformance with the Code for regulation of collection boxes.

Council Action:
For Introduction

Summary:
Ordinance 98-O-19 amends Title 3, Chapter 31 “Collection Boxes.” The Ordinance takes suggestions from the Health and Human Services Department as well as the Zoning Division, to clarify regulations concerning collection boxes in the City.

Section 3-31-3 is amended to clarify that, in addition to the $150 annual registration fee per applicant, there is a $75 fee per collection box.

Section 3-31-4(D) of the Code is amended to give collection box owners 7 days from the date of notice from the City to respond to any complaints regarding their collection box. The Code previously gave collection box owners 24 to 48 hours from receiving notification to respond to any such complaints. This amendment addresses the concern that it is difficult to determine when a collection box owner receives notification of a complaint and the time frame, 24 for 48 hours, is too short of a time period to properly respond to a complaint.

Section 3-31-4(G) of the Code is amended to prohibit collection boxes from being placed within 3 feet of the property line. This replaces the previous language stating that collection
boxes should be placed in an inconspicuous location, which defeated the purpose of having a collection box on a property to begin with. The restriction on placing collection boxes 3 feet from the property line, brings the Code in conformity with the City’s current practices regarding collection box regulation. Recognizing that the Code cannot address every possible scenario regarding collection box regulation, Section 3-31-4(G) is amended to give the Director of Health and Human Services or his/her designee the discretion to determine the exact location of collection boxes on a property.

Section 3-31-4(I) of the Code is further amended to give the Director of Health and Human Services or his/her designee the discretion to place more than one collection box on a property. The Code currently allows only one collection box per property, but the amendment addresses the situation where more than one collection box is necessary in high-traffic areas in order to prevent the accumulation of donations in and around the collection box, causing a nuisance.

Section 3-31-4(J) is amended to increase the maximum height of a collection box from 6.5 feet to 7 feet to match the current specifications for collection boxes.

Finally, Section 3-31-6(A) is amended to mandate that a licensee whose license was revoked or a person who places a collection box without a license must remove the collection box within 7 days of the date of notice from the City. The Code previously gave collection box owners 24 to 48 hours from receiving notification to remove the collection box. The amendment addresses the concern that it is difficult to determine exactly when a collection box owner receives notification and that 24 for 48 hours may be too short of a time period to remove a collection box.

Attachments:
Ordinance 98-O-19 Regulation of Collection Boxes
AN ORDINANCE

Amending Chapter 31 to Title 3 of the Evanston City Code
Regulating Collection Boxes

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

SECTION 1: Title 3, Chapter 31 “Collection Boxes” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 31 – COLLECTION BOXES

3-31-1: DEFINITIONS:

<table>
<thead>
<tr>
<th>Collection Box</th>
<th>An unattended container, receptacle, or similar device that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include any unattended collection box located within a building.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Center</td>
<td>Any concentration of two (2) or more retail stores and/or service establishments in one or more buildings, or on one or more adjacent lots, under single ownership or management or multiple ownership on contiguous or adjacent lots with one or more of the following:</td>
</tr>
<tr>
<td></td>
<td>(A) Common parking facilities,</td>
</tr>
<tr>
<td></td>
<td>(B) Common stormwater detention, drainage or storm sewer facilities,</td>
</tr>
<tr>
<td></td>
<td>(C) Common water distribution facilities,</td>
</tr>
<tr>
<td></td>
<td>(D) Common sanitary sewer</td>
</tr>
</tbody>
</table>
facilities,

<table>
<thead>
<tr>
<th>(E) Nonexclusive ingress or egress from public streets.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Host The property owner, local agent, or local occupant of the site where the collection box is placed or is intended to be placed.</td>
</tr>
</tbody>
</table>

3-31-2: LICENSE REQUIRED:

It shall be unlawful for any person, firm or corporation to place a collection box or to allow to be placed or permit the placement of a collection box on its own property without first having obtained a license as herein provided.

3-31-3: APPLICATION FOR LICENSE; FEE:

Any person desiring to place a collection box within the City, shall make application for a license to the City Collector, setting forth in such application the name of the applicant requesting the license for the collection boxes, the number and locations of the collection boxes, and the type of merchandise being collected at the collection box. Such license shall be issued upon payment to the City Collector of the following fees:

<table>
<thead>
<tr>
<th>Annual Registration Fee Per Applicant</th>
<th>$150 per applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Fee Per Additional Box</td>
<td>$75 per box</td>
</tr>
</tbody>
</table>

The license fees provided for herein shall be payable in full at the time of issuance of said license, and any such license shall expire on December 31 next after issuance. Not-for-profit organizations located in Evanston operating a collection box shall be exempt from paying the license fee.

3-31-4: REQUIREMENTS AND RESTRICTIONS:

(A) Placement of a collection box is permitted only in retail centers, schools, religious institutions, and buildings owned and operated by not for profit organizations.

(B) The collection box owner shall submit written authorization from the site host consenting to the placement of a collection box on the subject property.

(C) Collection boxes must display the license sticker on the front of the collection box.

(D) Collection box owners must respond to any and all complaints regarding collection box maintenance within twenty four (24) hours of receiving notification Monday through Friday and forty eight (48) hours of receiving notification on Saturday and Sunday.
notification Saturday and Sunday seven (7) days of the date of notice from the City.

(E) Collection boxes shall not be on any permeable surface.

(F) Collection boxes shall not be located in a parking space.

(G) Collection boxes shall not be placed within a required front or corner side yard, or major arterial setback. To the extent feasible, collection boxes shall be placed in the rear or side of a property so as to be inconspicuous as viewed from public rights of way three (3) feet of the property line. The exact location of the collection box on the property shall be within the discretion of the Director of Health and Human Services or his/her designee.

(H) Collection boxes shall not be placed in such a manner as to cause a sight obstruction for pedestrians or motorists.

(I) Only one collection box shall be permitted per lot or per retail center, school, religious institution, or not for profit organization property, whichever is more restrictive. The Director of Health and Human Services or his/her designee may provide written consent to an applicant’s request for the placement of an additional collection box based on size and location considerations.

(J) Collection boxes shall not exceed six and one-half feet (6.5') seven (7') in height.

(K) Collection boxes shall not possess a footprint exceeding twenty (20) square feet.

(L) Collection boxes shall indicate whether the operator is a for profit or not for profit organization in two inch (2") type visible from the front of the collection box.

(M) Collection boxes shall contain the following contact information in two inch (2") type visible from the front of the box: the name, address, e-mail and phone number of the owner of the collection box.

(N) Collection boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust and shall be free of graffiti. All boxes shall be serviced regularly so as to prevent overflow of collections or the accumulation of junk, debris or other material. Upon servicing, any and all material must be removed.

3-31-5: REVOCATION OF LICENSE:

~3~
Any licensee who receives three (3) or more violations of the provisions of this article shall have their license revoked. Any licensee whose license was revoked may request a hearing before the Division of Administrative Adjudication to appeal any such revocation.

3-31-6: REMOVAL; REMOVAL FEE:

(A) Any licensee whose license was revoked or any person who places a collection box without a license will be required to remove the collection box within forty-eight (48) hours seven (7) days of the date of notice after receiving notice to remove same. The City may remove any box remaining after said forty-eight (48) hour seven (7) day period. In this event, the site host wherein the collection box is located may be required to pay a removal fee to the City.

(B) In the event a property owner, local agent, or local occupant has a collection box placed on their property without their consent and has no intention of being a site host, they shall notify the City of Evanston regarding the collection box. The City of Evanston will consult with the property owner, local agent, or local occupant regarding the removal of any collection box that may have been placed without the property owner’s consent.

3-31-7: PENALTY:

Any person, firm or corporation who violates any of the provisions of this article shall be fined two hundred dollars ($200.00) for each offense. A separate offense shall be deemed committed on each day on which a violation occurs or continues to exist. The licensee and the site host are jointly and severally liable for adhering to the provisions of this article and any fees or penalties associated therewith.

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

SECTION 3: The findings in this Ordinance, and the legislative Record, are declared to be prima facie evidence of the law of the City of Evanston, and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 4: 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 5: Ordinance 98-O-19 shall be in full force and effect after its passage and approval.

Introduced: _________________, 2019          Approved:

Adopted: _________________, 2019                    _________________, 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
CC: Members of Administration and Public Works Committee
From: Hitesh Desai, Chief Financial Officer
Subject: Ordinance 129-O-19, Amending City Code Section 1-17-1 “Purchases of Goods and Services”
Date: October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 129-O-19, amending City Code Section 1-17-1 “Purchases of Goods and Services”. This ordinance will allow for the current purchasing limit threshold requiring City Council approval to be raised from $20,000 to $25,000.

Council Action:
For Introduction

Summary:
After a review of neighboring communities, a change in State law and an increase in the Consumer Price Index (CPI), staff recommends the purchasing limit requiring City Council approval increase by $5,000. Currently, if a purchase is over $20,000 staff formally bids the project or issues a Request for Proposal and seeks Council approval. If approved, the purchasing limit would increase from $20,000 to $25,000.

Staff reviewed many neighboring communities and found that 5 offered purchasing limits of $25,000 (Arlington Heights, Aurora, Joliet, Naperville and Oak Park) with one at $50,000 (Cicero). All of these communities are of similar size and spending to the City of Evanston.

In addition, State and County law states that Public Works projects over $25,000 require Council approval, so staff recommends making it consistent throughout all City departments.

<table>
<thead>
<tr>
<th>City/Township</th>
<th>Purchasing Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington Heights</td>
<td>$25,000</td>
</tr>
<tr>
<td>Aurora</td>
<td>$25,000</td>
</tr>
<tr>
<td>Cicero</td>
<td>$50,000</td>
</tr>
<tr>
<td>Joliet</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
Between September of 2018 and August of 2019, there were 119 purchases that went to City Council for approval. Of those, only 3 were between $20,000 and $25,000 (Summer Bus Transportation, Handyman Contract, and West Filter Plant Backwash Rate Controller), and only 5 were between $25,000 and $30,000. There were 11 for $30,000 - $40,000, 9 for $40,000 to $50,000, 24 from $50,000 to $100,000, and 67 were over $100,000. This shows that the purchasing rate increase will have very little impact on what goes to Council for approval. The majority of purchases sent to City Council for approval are over $50,000.

According to the Bureau of Labor Statistics consumer price index, today's prices in 2019 are 31.37% higher than average prices throughout 2005. Using the Consumer Price Index, staff determined that $20,000 in 2005 (CPI of 190.70) is approximately $26,398 in 2019 (CPI of 251.71).

\[ \frac{251.71}{190.70} = 1.32, \quad 1.32 \times $20,000 = $26,398 \text{ (value of $20,000 in 2019)} \]

Due to the increase in consumer prices and the change in state law that the City typically mirrors, increasing the spending limit will make purchasing process more efficient and put the City in line with other communities.

The City’s purchasing limit requiring City Council approval was last updated fourteen years ago in 2005, which at the time raised the limit from $15,000 to $20,000.

Legislative History:
Ordinance 88-O-05, Amending Section 1-17-1(A) of the Evanston City Code Increasing the Bid Limit from $15,000 to $20,000

Attachments:
129-O-19 Amending 1-17-1 purchase of goods and services from $20,000 to $25,000
129-O-19

AN ORDINANCE

Amending City Code Section 1-17-1, “Purchases of Goods or Services”

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

SECTION 1: City Code Subsection 1-17-1, “Purchases of Goods or Services,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

1-17-1. - PURCHASES OF GOODS OR SERVICES.

(A) All contracts for the purchase of goods or services costing in excess of twenty-five thousand dollars ($20,000.00) ($25,000.00) to be utilized in the conduct of the affairs of the City, shall be let by the City Manager or his/her designee, with the approval of the City Council, to a reliable, responsible and acceptable bidder, after advertising for the same, and bonds to be approved by the City Council may be taken for the faithful performance thereof. The City Manager, or his/her designee, may reject all bids and shall subsequently advise the City Council of his/her action or, with the approval of the City Council, may award the contract to a bidder other than the lowest bidder if it should be determined that such action would be in the best interest of the City. Any such contract may also be entered into by the proper officers without advertising for bids upon the authorization of the City Council by a vote of two-thirds (2/3) of all Aldermen then holding office. Notwithstanding the above, the City Manager or his/her designee shall have the authority to make purchases in excess of twenty-five thousand dollars ($20,000.00) ($25,000.00) without prior council approval when there is an imminent threat to the property of the City or its citizens or the health and welfare of its citizens; or when there is a substantial economic benefit to the City not otherwise obtainable; providing, however, that
a report of said purchase shall be promptly made to the City Council. All other contracts for the provision of goods or services to be utilized in the conduct of the affairs of the City shall be let by the City Manager or his/her designee to a reliable, responsible person, firm or agency without the necessity of advertising for bids, or of obtaining prior City Council approval. Bonds may be taken for faithful performance of such contracts. This provision shall not apply to contracts for work, material or supplies to be paid in whole or in part by special assessment.

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

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: Ordinance 129-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

~2~
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sean Ciolek,
CC: Ken Palmer, Facilities and Fleet Supervisor
Subject: Ordinance 124-O-19, Sale of Surplus Property Fleet Vehicles
Date: October 28, 2019

Recommended Action:
Staff recommends that City Council adopt Ordinance 124-O-19, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on or around Tuesday, November 12, 2019. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement. Interim City Manager requests suspension of the rules for Introduction and Action on October 28, 2019.

Council Action:
For Introduction and Action

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

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

SURPLUS FLEET VEHICLES/EQUIPMENT
<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model Year</th>
<th>V.I.N. #</th>
<th>L.T.D. Miles/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4320</td>
<td>Forestry</td>
<td>580-A2019</td>
<td>Ford LTS8000</td>
<td>1996</td>
<td>1FDZY82E2TVA11155</td>
<td>68,654</td>
</tr>
<tr>
<td>4530</td>
<td>Water/Sewer</td>
<td>909-A2019</td>
<td>Dodge Dakota</td>
<td>2004</td>
<td>1D7HG42K64S737353</td>
<td>55,495</td>
</tr>
<tr>
<td>2685</td>
<td>Refuse Collection</td>
<td>716R-A2019</td>
<td>Cummins LET2-40</td>
<td>2005</td>
<td>1CYCCL4875T046967</td>
<td>109,180</td>
</tr>
<tr>
<td>7710</td>
<td>Service/Motor Pool</td>
<td>765</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V29X105032</td>
<td>95,145</td>
</tr>
<tr>
<td>7710</td>
<td>Service/Motor Pool</td>
<td>772</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V59X105039</td>
<td>65,310</td>
</tr>
<tr>
<td>7710</td>
<td>Service/Motor Pool</td>
<td>251R</td>
<td>Ford F250</td>
<td>2004</td>
<td>1FDNF20P94ED81610</td>
<td>44,459</td>
</tr>
<tr>
<td>7710</td>
<td>Service/Motor Pool</td>
<td>529-A019</td>
<td>Ford F350</td>
<td>2004</td>
<td>1FTSF31P14ED46104</td>
<td>82,224</td>
</tr>
</tbody>
</table>

Attachments:
[124-O-19 Sale of Surplus Vehicles]
AN ORDINANCE

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

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

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

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

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

SECTION 2: Pursuant to Subsection 1-17-3-(B) of the Evanston City
Code of 2012, as amended, the City Council hereby authorizes and directs the City
Manager to sell the aforementioned surplus fleet vehicles, upon terms and conditions
deemed reasonable, necessary, and in the best interests of the City, to the highest
bidder at America’s Auto Auctions, the Northwest Municipal Conference Suburban
Purchasing Cooperative’s “bid winner” for auction services for member municipalities to
be held on or around Tuesday, November 12, 2019 at the Manheim Arena located at
14001 S. Karlov Avenue, Crestwood, Illinois 60554, or at any subsequent America’s Auto Auction Services online auction.

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

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

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

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

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved:

______________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Michelle L. Masoncup, Corporation Counsel

Approved as to form:

Devon Reid, City Clerk

124-O-19
### EXHIBIT A
**SURPLUS FLEET VEHICLES/EQUIPMENT**

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model</th>
<th>Year</th>
<th>V.I.N. #</th>
<th>L.T.D. Miles/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4320</td>
<td>Forestry</td>
<td>580-A2019</td>
<td>Ford</td>
<td>LTS8000</td>
<td>1996</td>
<td>1FDZY82E2TVA11155</td>
<td>68654</td>
</tr>
<tr>
<td>4530</td>
<td>Water/Sewer</td>
<td>909-A2019</td>
<td>Dodge</td>
<td>Dakota</td>
<td>2004</td>
<td>1D7HG42K64S737353</td>
<td>55495</td>
</tr>
<tr>
<td>2685</td>
<td>Refuse Collection</td>
<td>716R-A2019</td>
<td>Cummins</td>
<td>LET2-40</td>
<td>2005</td>
<td>1CYCCL4875T046967</td>
<td>109,180</td>
</tr>
<tr>
<td>7710</td>
<td>Fleet Service/Motor pool</td>
<td>765</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V29X105032</td>
<td>95,145</td>
</tr>
<tr>
<td>7710</td>
<td>Fleet Service/Motor pool</td>
<td>772</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V59X105039</td>
<td>65,310</td>
</tr>
<tr>
<td>7710</td>
<td>Fleet Service/Motor pool</td>
<td>251R</td>
<td>Ford</td>
<td>F250</td>
<td>2004</td>
<td>1FDNF20P94ED81610</td>
<td>44,459</td>
</tr>
<tr>
<td>7710</td>
<td>Fleet Service/Motor pool</td>
<td>529-A2019</td>
<td>Ford</td>
<td>F350</td>
<td>2004</td>
<td>1FTSF31P14ED46104</td>
<td>82,224</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Jessica Hyink, Transportation & Mobility Coordinator 
CC: Johanna Leonard, Community Development Director
Subject: Ordinance 92-O-19, Amending Portions of City Code Title 10, to Permit E-Bikes and Implement Requirements for Bike Share Companies Operating in Evanston
Date: October 28, 2019

Recommended Action:
The Transportation & Parking Committee and staff recommend adoption of Ordinance 92-O-19, amending portions of City Code Title 10, to permit low speed electric bicycles (e-bikes). Concurrently staff recommends further amending portions of City Code Title 10 to implement requirements for bike share companies operating bicycles, including e-bikes, in Evanston.

Council Action:
For Action

Summary:
In 2017 the State of Illinois amended the Illinois Vehicle Code to allow for the operation of three classes of e-bikes, as defined by the Federal Consumer Safety Protection Act. In March of 2019, the City of Chicago adopted a more restrictive version of the State’s e-bike code.

Staff recommends adopting similar code as the City of Chicago’s more restrictive e-bike code to allow for the interoperability of e-bikes across jurisdictions. In order for the City to maintain regulation of bike share companies operating bicycles and e-bikes in Evanston, staff recommends concurrently implementing requirements for the operation of bike share companies.

E-Bikes:
The Federal Consumer Safety Protection Act defines three classes of e-bikes, as outlined and further restricted in attached Ordinance 92-O-19. These classes of e-bikes are all regulated as bicycles and not as mopeds, motorcycles, or other motor driven vehicles. E-bikes function and operate at speeds most closely resembling non-motorized bicycles.
Other motor driven bicycles not meeting the Federal Consumer Safety Protection Act requirements for e-bikes are allowed according to Illinois Vehicle Code but do not have the same general permissions of a non-motorized bicycle, as the operation and/or speeds of these vehicles more closely resemble a moped, motorcycle or other motor driven vehicle. Other motor driven bicycles not meeting the Federal Consumer Safety Protection Act requirements for e-bikes are not allowed to operate like a bicycle in Chicago.

The Illinois Vehicle Code and Chicago Municipal Code both clearly state that an e-bike is not a moped or a motor driven cycle, and both clearly state that the provisions applying to bicycles also apply to e-bikes, except where prohibited. E-bikes are prohibited from operating on sidewalks.

Bike Share Companies:
Micromobility share companies, i.e. companies offering very light vehicles for shared use, have begun exclusively offering electric micromobility vehicles, e.g. electric scooters and e-bikes. Current City Code prohibits the use of electric scooters and e-bikes in Evanston. Updating the City Code to allow e-bikes in accordance with federal and state regulations could allow a bike share company to operate in Evanston. Implementing requirements for the operation of bike share companies in Evanston will allow the City to regulate these companies through a permitting process.

Attachments:
Ordinance 92-O-19 Amending Title 10
AN ORDINANCE

Amending Portions of City Code Title 10, to Permit E-Bikes and Implement Requirements for Bike Share Companies Operating in Evanston

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

SECTION 1: City Code Subsection 10-1-3 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

The following words and phrases when used in this Title shall, for the purposes of this Title, have the meanings respectively ascribed to them in this Section, except when the context otherwise requires; in the event that no definition is provided herein for a word or phrase used in this Title, the meaning shall be determined by reference to the Illinois Motor Vehicle Code, 625 ILCS 5/ et seq., as amended.

<table>
<thead>
<tr>
<th>LOW-SPEED ELECTRIC BICYCLES:</th>
<th>A bicycle equipped with an electric motor of less than 750 watts that meets the requirements of the following classes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) “Class 1 low-speed electric bicycle”</td>
<td>means a low-speed electric bicycle that weighs less than 125 pounds and is equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.</td>
</tr>
<tr>
<td>(b) “Class 2 low-speed electric bicycle”</td>
<td>means a low-speed electric bicycle that weighs less than 125 pounds and is equipped with a motor that can be used as the sole means to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.</td>
</tr>
<tr>
<td>(c) “Class 3 low-speed electric bicycle”</td>
<td>means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour, or is a Class 1 or Class 2 low-speed electric bicycle that weighs 125 pounds or more.</td>
</tr>
</tbody>
</table>
A "low-speed electric bicycle" is not a moped, a motor assisted bicycle or a motor assisted pedicycle

| MOPED:    | A moped is a motor-driven cycle, with or without optional power derived from manually operated pedals, whose speed attainable in one mile is at least 20 mph but not greater than 30 mph, and is equipped with a motor that produces 2 brake horsepower or less. If an internal combustion engine is used, the displacement shall not exceed 50 cubic centimeter displacement and the power drive system shall not require the operator to shift gears. |
| MOTOR ASSISTED BICYCLE: | A device capable of being propelled by both human and non-electric motorized power upon which any person may ride, having two (2) tandem wheels. |
| MOTOR ASSISTED PEDICYCLE: | A pedal driven device capable of being propelled by human and non-electric motorized power upon which any person may ride, having two (2) tandem wheels. |
| VEHICLE: | Every device in, upon or by which any person or property is or may be transported or drawn upon a street, except motorized wheelchairs, low-speed electric bicycles, devices moved solely by human power, devices used exclusively upon stationary rails or tracks. |

**SECTION 2:** City Code Subsection 10-1-9-6 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-1-9-6. - OPERATION OF CERTAIN VEHICLES ON CERTAIN STREETS, ALLEYS, AND OTHER PUBLIC AREAS PROHIBITED.

(A) **Bicycles Prohibited On Certain Streets.** No person shall operate a bicycle upon those streets designated in Schedule XV(B), Section 10-11-15 of this Title.

(B) **Nuisance.** Except as provided for in Subsection (C) of this Section, it is hereby declared a public nuisance and unlawful:

1. To operate, stop, park, or stand a vehicle required to be registered under the Illinois Vehicle Code within any public park; over or through any barrier created for the purpose of diverting traffic; upon any beach, parkway, sidewalk or public area of the City.

2. To operate or propel any motorized or motor assisted skateboard, motorized or motor assisted rollerskates, motorized scooter, or motor assisted pedicycle, or motor assisted bicycle upon any sidewalk, street, or public way or in or upon any municipal parking area, parking lot, or upon any street, roadway, or public way within the corporate limits of the City. Subsection 10-1-9-6(B)(2) does not
apply to Class 1 or Class 2 low-speed electric bicycles, as defined by City Code Section 10-1-9.

3. To operate or propel any motorized or motor assisted skateboard, motorized or motor assisted rollerskates, motorized scooter, motor assisted pedicycle, or motor assisted bicycle upon a fence, berm, retaining wall, dividing wall or structure, parking barrier, stairway, handrail or guardrail in any municipal parking lot, or other municipally owned, leased, or operated property.

4. To operate, ride, or control any motorized or motor assisted vehicle recklessly. For purposes of this Section, the term "recklessly" is defined as riding in the path of other motorized vehicles, pedestrians, bicyclists, or while clinging to vehicles, or in such a manner as to interfere with motor vehicle traffic, or any other act which would be reckless under the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq.

(C) Exemptions. The following shall be exempt from the prohibitions contained in Subsections (B)1, (B)2, and (B)3 of this Section:

1. Any police vehicle, fire vehicle, municipal vehicle, special district vehicle, county vehicle, forest preserve vehicle, United States postal vehicle, driven by an employee in the course of his/her duties.

2. Motorized wheelchairs. For purposes of this Section, a "motorized wheelchair" means any motorized vehicle designed for and used by a person with disabilities.

3. Electric personal assistance mobility devices, as defined in Section 5/1-117.7 of the Illinois Vehicle Code.

4. Any vehicle authorized by the City to participate in a City authorized parade, while participating in said parades.

(D) Fines. Any person who violates any provision of Subsection (A), (B)1, (B)2, or (B)3 of this Section shall be subject to a fine of not less than twenty five dollars ($25.00) but no more than one hundred dollars ($100.00). Any person who violates Subsection (B)4 of this Section shall be subject to a fine of not less than one hundred dollars ($100.00) but no more than seven hundred fifty dollars ($750.00).

(E) Severability. The provisions of this Section shall be interpreted so as not to be in conflict with the laws of the state or any other limitations imposed by law. In the event, however, that any provision of this Section is declared unconstitutional by a court of competent jurisdiction, that determination will not affect the other remaining provisions of this Section.
SECTION 3: City Code Subsection 10-9-1 of the Evanston City Code of 2012, as amended, is hereby added to read as follows:

(A) Definitions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>BICYCLE SHARE COMPANY</td>
<td>A Company offering a fleet of ten (10) or more bicycles to users on a self-service basis.</td>
</tr>
<tr>
<td>BICYCLE SHARE PROGRAM</td>
<td>A program to rent bicycles or low-speed electric bicycles for short-term one-way trips.</td>
</tr>
<tr>
<td>BICYCLE RENTAL AGENCY</td>
<td>A Company that offers bicycles for short term use out of a retail location in Evanston.</td>
</tr>
<tr>
<td>LOW-SPEED ELECTRIC BICYCLES</td>
<td>See, Evanston City Code Section 10-1-3.</td>
</tr>
</tbody>
</table>

SECTION 4: City Code Subsection 10-9-4 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(N) Electric Bicycles Operation

1. The provisions of this Code that apply to bicycles shall also apply to low-speed electric bicycles.

2. Low-speed electric bicycles operated in the City shall comply with equipment and manufacturing requirements adopted by the United States Consumer Product Safety Commission under 16 CFR 1512 and 625 ILCS 5/11-1517(b) and (c). No person shall knowingly tamper with or modify the speed capability or engagement threshold of a low-speed electric bicycle without replacing the label required under 625 ILCS 5/11-1517(c).

3. A Class 2 low-speed electric bicycle shall operate so that the electric motor is disengaged or ceases to function when the brakes are applied. A Class 1 low-speed electric bicycle and a Class 3 low-speed electric bicycle shall operate so that the electric motor is disengaged when the rider stops pedaling.

4. Sidewalks: a person may ride a bicycle or Low Speed Electric Bicycle upon a sidewalk only to the extent permitted by Illinois law.

5. Class 3 provisions:
i. A person may operate a Class 3 low-speed electric bicycle only if he or she is 16 years of age or older. A person who is less than 16 years of age may ride as a passenger on a Class 3 low-speed electric bicycle that is designed to accommodate passengers.

ii. Class 3 electric bicycles are prohibited from operating in a bike lane or a sidewalk.

iii. The driver of a vehicle or a Class 3 low-speed electric bicycle may overtake and pass upon the right of another vehicle only under the following conditions:

   1. When the vehicle overtaken is making or about to make a left turn and there is sufficient safe clearance distance between the turning vehicle and the right edge of the roadway;

   2. Upon any roadway with unobstructed pavement of sufficient width for two or more lanes of moving vehicles in each direction; or

   3. Upon any roadway on which traffic is restricted to one direction of movement, where the unobstructed pavement is of sufficient width for two or more lanes of moving vehicles.

SECTION 5: City Code Subsection 10-9-8 of the Evanston City Code of 2012, as amended, is hereby amended to read as follows:

10-9-8. - RENTAL AGENCIES.

   (A) A rental agency shall not rent or offer any bicycle for rent unless the rental agency properly registers the bicycle, attaches a license thereto, and such bicycle is equipped with the equipment required for safe operation.

   (B) A Bicycle Rental Agency shall not operate a Bike share program in Evanston without a Bike share permit.

SECTION 6: City Code Subsection 10-9-12 of the Evanston City Code of 2012, as amended, is hereby added to read as follows:

10-9-12. – Bike Sharing

   (A) A Bicycle Share Company may only operate in the City of Evanston with a permit issued by the City Manager’s Office.
(B) All applications for a Bicycle Share Company permit must include:

1. A bicycle equity plan that ensures distribution of bicycles throughout Evanston;
2. A bicycle maintenance plan to ensure operability of bicycles;
3. A Company contact for a local manager or operations staff to respond to City requests and emergencies;
4. A discount fare program to address the needs of underserved residents’
5. A website with a real-time map depicting the location of available bicycles; and
6. A customer support call center that is open during the time that bikes are available for use..

(C) Prior to issuing a permit, the City Manager may impose reasonable data sharing requirements regarding membership, ridership, trip duration, and environmental impact of rides originating in or ending in Evanston.

(D) The Bicycle Share Company will pay an annual permit fee of three hundred fifty ($350) dollars. The City Manager may waive this fee.

(E) The City shall only issue permits to Bicycle Share Companies for Bicycle Share Programs that are interoperable with a neighboring community that share a border with the City of Evanston.

(F) All bicycles utilized by bike share companies must utilize lock-to bicycle parking infrastructure technology that locks to a fixed object separate from the bicycle, or be able to be parked at more than ten (10) permanent docking stations in the City.

(G) All bicycles utilized by a Bicycle Share Company must label bicycles with:
   1. A customer support call center number; and
   2. A vehicle ID number.

(H) Each Bicycle Share Company must allow for cash payments.

(I) Each Bicycle Share Company must ensure all bicycles may be located and unlocked without a smartphone.

(J) The City Manager may revoke permits from operators who cease to meet any requirements of this Chapter. The decision to grant or renew a permit is solely within the discretion of the City Manager or his/her designee.
(K) Permits are non-transferrable.

(L) The City reserves the right to waive any requirements of this Chapter for a Bicycle Share Company that operates exclusively adaptive bicycles.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: If any provision of this Ordinance 92-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 9: Ordinance 92-O-19 shall be in full force and effect after its passage and approval.

SECTION 10: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019

Approved:

Adopted: _________________, 2019 ___________________________, 2019

Stephen H. Hagerty, Mayor

Attest: ____________________________

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Johanna Leonard, Director of Community Development
CC: Gary Gerdes, Building & Inspection Services Division Manager
Subject: Ordinance 96-O-19 Amending the City Code Section 4-2-2 to update Gender Neutral Restroom Requirements
Date: October 28, 2019

Recommended Action:
Staff recommends City Council approval of Ordinance 96-O-19 Amending the City Code Section 4-2-2 to update Gender Neutral Restroom Requirements

Council Action:
For Action

Summary:
On July 26, 2019, Governor J.B. Pritzker signed a law requiring all single-occupancy public restrooms in Illinois be designated as gender-neutral beginning January 1, 2020. The measure prohibits signage outside any single-occupancy public restroom from designating a specific gender. The law is consistent with a plumbing amendment the Evanston City Council approved in June, 2016 but the definition and signage sections of the 2012 International Building Code (IBC) need to be updated to reflect the new state requirements. The law allows for a health officer or health inspector to inspect a place of public accommodation or a public building for compliance.

Attachments:
96-O-19 Amending City Code Section 4-2-2 to Update Gender Neutral Restroom Requirements 8-19-2019
Illinois SB 101-0165
AN ORDINANCE

Amending City Code Section 4-2-2 to Update Gender Neutral Restroom Requirements

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

SECTION 1: Title 4, Chapter 2, Section 2 of the Evanston City Code of 2012, as amended, is hereby further amended to add the following:

202 Definitions. This Section is amended to include the following definition(s) in addition to the definitions in the 2012 International Building Code.

MULTIPLE OCCUPANCY RESTROOM. A room designed to be used as a restroom by more than one person at a time, which shall contain, at least, more than one toilet and more than one sink, which shall be suitable for use by disabled persons in compliance with applicable local, state and federal laws. Toilets, for privacy purposes, shall be separated by partitions and the stalls shall be equipped with a locking mechanism to be operated by the user of the stall.

SINGLE OCCUPANCY RESTROOM. A room designed to be used as a restroom by no more than one person at a time, which shall contain at least a toilet and a sink, which shall be suitable for use by disabled persons in compliance with applicable local, state and federal laws. The room shall be equipped with a locking mechanism to be operated by the user of the rest room. A fully enclosed room, with a locking mechanism controlled by the user, containing a sink, toilet stall, and no more than one urinal. Every single-occupancy restroom in a place of public accommodation or public building shall be identified as all-gender and designated for use by no more than one person at a time or for family or assisted use.

GENDER IDENTITY. Shall have the meaning given in City Code Section 1-21-5.

GENDER NEUTRAL RESTROOM. A single occupancy restroom that is designated for use by any person, regardless of Gender Identity, as defined in City Code Section 1-21-5, as amended.

2902.4 Signage. All public restroom facilities shall be designated by legible signs, stating that the public facilities are for men, women, or are gender neutral, as
applicable. For public facilities that have multiple occupancy restrooms, signs shall indicate that the multiple occupancy restrooms are either designated for men or for women. For single occupancy restrooms each single-occupancy restroom shall be outfitted with exterior signage that marks the single-occupancy restroom as a restroom and does not indicate any specific gender: (1) if the location includes only one single occupancy restroom, the single occupancy restroom shall be designated a gender neutral restroom; (2) if the location includes two single occupancy restrooms, one single occupancy restroom shall be designated a male restroom and one single occupancy restroom shall be designated a female restroom; (3) if the location includes three or more single occupancy restrooms, one single occupancy restroom shall be designated a male restroom and one single occupancy restroom shall be designated a female restroom, while the remainder of the single occupancy restrooms will be designated gender neutral restrooms; (4) if the location includes two or more multiple occupancy restrooms and one or more single occupancy restrooms, the single occupancy restrooms will be designated gender neutral restrooms. Every restroom shall have appropriate signage indicating the designation of the restroom. Signs shall be readily visible and located near the entrance to each toilet facility. Signs for accessible toilet facilities shall comply with Section 1110.

2902.4.1 Directional signage. Directional signage indicating the route to the public facilities shall be posted in accordance with Section 3107. Such signage shall be located in a corridor or aisle, at the entrance to the facilities for customers and visitors.

SECTION 2: Existing businesses and places of public accommodation shall have until January 1, 2020, to comply with any and all applicable provisions by replacing existing signs on the exterior of single stall restrooms depicting a single gender identity with signs indicating that they are gender neutral as required by this ordinance, and completing the necessary improvements to make each single stall restroom accessible to all gender identities as applicable. New businesses and places of public accommodation that have single stall restrooms shall provide the required signage and make each single stall restroom accessible to all gender identities immediately upon opening to the public.

SECTION 3: Signs consistent with this ordinance shall be compliant with the Building Code.

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

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
AN ACT concerning health.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Equitable Restrooms Act is amended by changing Section 20 and adding Section 25 as follows:

(410 ILCS 35/20) (from Ch. 111 1/2, par. 3751-20)
Sec. 20. Application. Except for Section 25, this Act applies only to places of public accommodation that commence construction, or that commence alterations exceeding 50% of the entire place of public accommodation, after the effective date of this Act.
(Source: P.A. 87-472.)

(410 ILCS 35/25 new)
Sec. 25. All-gender single-occupancy restrooms.
(a) In this Section:
"Place of public accommodation" has the same meaning provided in Section 5-101 of the Illinois Human Rights Act.
"Single-occupancy restroom" means a fully enclosed room, with a locking mechanism controlled by the user, containing a sink, toilet stall, and no more than one urinal.
(b) This Section applies to any existing or future places of public accommodation or public buildings.
(c) Notwithstanding any other provision of law, every single-occupancy restroom in a place of public accommodation or public building shall be identified as all-gender and designated for use by no more than one person at a time or for family or assisted use. Each single-occupancy restroom shall be outfitted with exterior signage that marks the single-occupancy restroom as a restroom and does not indicate any specific gender.

(d) During any inspection of a place of public accommodation or public building by a health officer or health inspector, the health officer or health inspector may inspect the place of public accommodation or public building to determine whether it complies with this Section.

(e) The Department of Public Health shall adopt rules to implement this Section.

Section 99. Effective date. This Act takes effect January 1, 2020.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: David Stoneback, Public Works Agency Director
CC: Lara Biggs, Bureau Chief - Capital Planning/ City Engineer; Paul Moyano, Senior Project Manager
Subject: Ordinance 100-O-19, Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program
Date: October 28, 2019

Recommended Action:
Staff recommends approval of Ordinance 100-O-19 authorizing the City to borrow funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program for the construction of the Large Diameter Sewer Rehabilitation - Greenleaf.

Funding Source:
This ordinance authorizes the City to borrow up to $1,700,000. The debt service will be paid from the Sewer Fund. A copy of the long-term sewer fund analysis is attached that includes this loan and the debt service for repayment.

Council Action:
For Action

Summary:
The City has 7.0 miles of 36-inch diameter and larger sewers that are constructed of brick or clay tile and are greater than 100 years old. The estimated cost to rehabilitate these sewers using a cured-in-place pipe (CIPP) lining process is $14.4 million.

In recent years, the City of Evanston has been successful in obtaining over $5.5 million in IEPA loans since 2012 that have funded the rehabilitation of over 2.8 miles of the 7.0 miles of large-diameter sewer in need of rehabilitation.

Analysis:
The work to be performed under this proposed project will rehabilitate approximately 3,380 feet of large diameter sewer main. The sewer main is located along Greenleaf Street between Dewey Avenue and McDaniel Avenue.

The IEPA has reviewed and approved the project, as indicated in the attached letter dated May 9, 2013, and has also issued a Categorical Exclusion from a detailed environmental review of the project. The attached approval letter from IEPA indicates a number of additional requirements prior to obtaining a loan commitment. Adoption of this ordinance authorizing the City to borrow the funds is one of those requirements.

Attachments:
Ordinance 10-0-19 Authorizing the City to Borrow Funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program
AN ORDINANCE

Authorizing the City to Borrow Funds from
the Illinois Environmental Protection Agency
Water Pollution Control Loan Program

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

SECTION 1: Legislative Statement.

At the time of passage of this ordinance, the City of Evanston, Cook County, Illinois, ("City") operates its sewage collection system, including all property, real, personal, or otherwise owned or to be owned by the City or under the control of the City, and used for sewage collection purposes, as well as for any and all further extensions, improvements, and additions to the system; however, expressly excluding property which from time to time is deemed by the City to be no longer useful or necessary to the continued effective and efficient operation of the system or extensions, improvements or additions which are at the time of construction, acquisition and installation expressly excluded from the definition of system hereunder by the City, hereinafter referred to as "System," and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and 30 ILCS 350/1 et seq., the Local Government Debt Reform Act, hereinafter collectively referred to as the "Act."

The City Council has determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System. Said improvements include the following:
Large diameter sewer rehabilitation will be addressed by installing cured-in-place pipe liner for approximately 3,380 feet of sewer main ranging in size from 39-inch diameter to 60-inch diameter to service the combined sewer on Greenleaf Street between Dewey Avenue and McDaniel Avenue. The expected useful life of said rehabilitated sewers is estimated at 100 years. All improvements are to be constructed in accordance with the plans and specifications prepared by the City of Evanston Professional Engineer registered staff. All work herein described shall be referred to as the “Project”.

The estimated cost of constructing and installing the Project, including engineering, legal, financial, and other related expenses is one million seven hundred thousand dollars ($1,700,000.00) and there are insufficient funds on hand and lawfully available to pay such costs. Such costs are expected to be paid for with a loan to the City from the Illinois Environmental Protection Agency, hereinafter referred to as “IEPA,” through the Water Pollution Control Loan Program, hereinafter referred to as the “Program,” said loan to be repaid from revenues of the System, and such loan is authorized to be accepted at this time pursuant to the Act.

Pursuant to, and in accordance with, the provisions of the Act, the City is authorized to borrow funds from the Program in the aggregate principal amount of one million seven hundred thousand dollars ($1,700,000.00) for the purpose of providing funds to pay the costs of the Project. The loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the IEPA,

SECTION 2: This Ordinance 100-O-19 shall be in full force and effect from and after its passage, approval and publication in the manner provided by law, all pursuant to the Act and including, expressly, the home rule powers of the City pursuant to Section 6(a) of Article VII of the Illinois Constitution of 1970.
SECTION 3: That it is necessary to public health, safety and welfare and in the best interests of the City to construct the Project and that the System continue to be operated in accordance with the provisions of the Act, and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Evanston in an aggregate principal amount not to exceed one million seven hundred thousand dollars ($1,700,000.00).

SECTION 4: That, subject to the express provisions of this Ordinance, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Program without the written consent of the IEPA.

SECTION 5: That repayment of the loan to the IEPA by the City, pursuant to this Ordinance, is to be solely from the revenues derived from the System, as hereinafter provided; the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. For the purposes hereof, “revenues” (hereinafter “Revenues”) of the System means all income from whatever source derived from the System, including investment income and the like, connection, permit and inspection fees and the like, user charges of all kinds for the use and service of the System, and including such transfers from the corporate funds or the sewer fund of the City as the City Council shall from time to time determine through the budget and appropriation of such funds, or other proper action; but shall not include non-recurring
income from the sale of property of the System, governmental or other grants or loans, and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The repayment of the loan from the Revenues shall in all events be made only after provision for the payment of “Operation and Maintenance Costs” of the System, hereby defined to mean all costs of operating, maintaining and routine repair of the System, including such items as wages, salaries, costs of materials and supplies, taxes, power, fuel, insurance, purchase of sewage treatment or disposal capacity, including all payments for such services to be made pursuant to long-term contracts for the provision of such services, but shall not include debt service of any kind, depreciation, any capital reserve requirements, and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The City hereby pledges the Revenues, after provision has been made for the payment of Operation and Maintenance Costs, to the repayment of the loan; and covenants and agrees to charge such rates and impose such fees and charges for the use and service of the System as shall be sufficient to pay in a timely manner all repayments as required on the load pursuant to the terms of the Loan Agreement.

SECTION 6: That the City Council hereby authorizes acceptance of the offer of a loan through the Program, including all terms and conditions of the Loan Agreement (“Loan Agreement”), as well as all special conditions contained therein and made a part thereof by reference. The loan funds awarded shall be used solely for the purpose of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.
SECTION 7: That the City Manager is hereby authorized and directed to execute the Loan Agreement with the IEPA and to negotiate any additional terms or conditions deemed to be in the best interests of the City.

SECTION 8: That the City hereby covenants and agrees that the Revenues, after a provision is made for the payment of Operation and Maintenance Costs, are a dedicated source of funds for the repayment of the loan, as evidenced by the Loan Agreement. The City reserves the right, without limitation of any kind, to issue obligations (“Obligations”) of any kind (including bonds, notes, or other obligations by whatever name and including all loans) payable from the Revenues and prior in lien to, on a parity of lien with, or subordinate in lien to the lien on the Revenues for the repayment of the loan as provided in the Loan Agreement, as shall be determined by the City Council; provided, however, that any covenants or agreements made by the City for the benefit of the holders of such Obligations shall, at the time of the incurring of such Obligations, also be made in a similar manner for the benefit of the obligation to repay the loan as represented by the Loan Agreement.

The City intends that the obligation to repay the loan as evidenced in the Loan Agreement shall bear interest as provided therein on a basis which is not tax-exempt under the provision of the Internal Revenue Code of 1986, and the officers of the City charged with the execution of the Loan Agreement shall act in accordance with this stated intent.

SECTION 9: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.
SECTION 10: All ordinances or resolutions, or parts thereof, in conflict herewith, are hereby repealed.

SECTION 11: As long as the City has outstanding revenue bonds payable from revenues of the System that are senior to the revenue bond authorized by this Ordinance, the City shall maintain an account, coverage and reserves equivalent to the accounts, coverage and reserves required by the outstanding ordinances.

Introduced: _________________, 2019
Approved:

Adopted: _________________, 2019
________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

_______________________________
Michelle Masoncup, Corporation Counsel
### Revenues

<table>
<thead>
<tr>
<th></th>
<th>FY 2020 Projected</th>
<th>FY 2021 Projected</th>
<th>FY 2022 Projected</th>
<th>FY 2023 Projected</th>
<th>FY 2024 Projected</th>
<th>FY 2025 Projected</th>
<th>FY 2026 Projected</th>
<th>FY 2027 Projected</th>
<th>FY 2028 Projected</th>
<th>FY 2029 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston Sewer Sales</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
<td>$10,031,700</td>
</tr>
<tr>
<td>Other Operating Revenue</td>
<td>472,962</td>
<td>472,755</td>
<td>472,662</td>
<td>472,566</td>
<td>472,470</td>
<td>472,348</td>
<td>472,418</td>
<td>472,345</td>
<td>472,446</td>
<td>472,577</td>
</tr>
<tr>
<td>Debt Proceeds:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IEPA Loan Proceeds (Greenleaf Avenue L17-5241)</td>
<td>1,700,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>1,500,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$13,704,692</td>
<td>$13,004,400</td>
<td>$12,504,352</td>
<td>$12,504,270</td>
<td>$12,504,184</td>
<td>$12,504,150</td>
<td>$12,504,146</td>
<td>$12,504,192</td>
<td>$12,504,277</td>
<td>$12,504,330</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th></th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Projects Paid in Cash</td>
<td>1,425,000</td>
<td>1,715,000</td>
<td>2,900,000</td>
<td>2,200,000</td>
<td>2,370,000</td>
<td>2,420,000</td>
<td>1,970,000</td>
<td>3,175,000</td>
<td>3,635,000</td>
<td>4,595,000</td>
</tr>
<tr>
<td>Capital Projects Funded with GO Bonds</td>
<td>1,500,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Projects Funded with IEPA Loans</td>
<td>1,700,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Large Dia Rehab Ph I</td>
<td>5,964,285</td>
<td>5,303,666</td>
<td>4,291,656</td>
<td>3,893,497</td>
<td>3,893,080</td>
<td>3,728,665</td>
<td>3,563,735</td>
<td>2,849,312</td>
<td>2,391,372</td>
<td>846,322</td>
</tr>
<tr>
<td>Debt Service:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service (Existing)</td>
<td>9,946,285</td>
<td>3,893,497</td>
<td>3,893,080</td>
<td>3,728,665</td>
<td>3,563,735</td>
<td>2,849,312</td>
<td>2,391,372</td>
<td>846,322</td>
<td>627,203</td>
<td>547,502</td>
</tr>
<tr>
<td>Debt Service (Greenleaf Avenue L17-5241)</td>
<td>-</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
<td>103,966</td>
</tr>
<tr>
<td>Debt Service (Large Dia Rehab Ph I II)</td>
<td>-</td>
<td>160,368</td>
<td>288,662</td>
<td>416,966</td>
<td>545,251</td>
<td>545,251</td>
<td>545,251</td>
<td>545,251</td>
<td>545,251</td>
<td>545,251</td>
</tr>
<tr>
<td>Debt Service (Future GO Bonds)</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
<td>120,150</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$14,591,672</td>
<td>$13,067,157</td>
<td>$12,851,708</td>
<td>$12,502,968</td>
<td>$12,489,409</td>
<td>$10,865,781</td>
<td>$10,404,367</td>
<td>$10,457,998</td>
<td>$10,583,790</td>
<td>$10,403,980</td>
</tr>
</tbody>
</table>

**Net Surplus / (Deficit)**

<table>
<thead>
<tr>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>$886,979</td>
<td>$62,702</td>
<td>$347,356</td>
<td>$1,298</td>
<td>$15,861</td>
<td>$361,598</td>
<td>$99,751</td>
<td>$46,157</td>
<td>$79,644</td>
<td>$100,171</td>
</tr>
</tbody>
</table>

**Beginning Unrestricted Water Fund Balance**

<table>
<thead>
<tr>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,028,808</td>
<td>$3,141,829</td>
<td>$3,079,127</td>
<td>$2,731,771</td>
<td>$2,733,069</td>
<td>$2,748,930</td>
<td>$2,387,333</td>
<td>$2,487,084</td>
<td>$2,533,240</td>
<td>$2,453,956</td>
</tr>
</tbody>
</table>

**Ending Unrestricted Water Fund Balance**

<table>
<thead>
<tr>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,141,829</td>
<td>$3,079,127</td>
<td>$2,731,771</td>
<td>$2,733,069</td>
<td>$2,748,930</td>
<td>$2,387,333</td>
<td>$2,487,084</td>
<td>$2,533,240</td>
<td>$2,453,956</td>
<td>$2,955,150</td>
</tr>
</tbody>
</table>

**Target Unrestricted Water Fund Balance**

<table>
<thead>
<tr>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
<td>$2,500,000</td>
</tr>
</tbody>
</table>
217/782-2027

MAY - 9 2013

Mr. Wally Bobkiewicz, Manager
City of Evanston
2100 Ridge Ave
Evanston, IL 60201

Re: City of Evanston/L174775
Facility Plan Approval

Dear Mr. Bobkiewicz:

In accordance with the provisions of Title 35 Illinois Administrative Code 365.530, the Agency hereby confirms its Notice of Intent to Issue a Categorical Exclusion for the above referenced facilities plan. Having provided adequate opportunity for public comment on the proposed project and having received none, the Agency finds that no modification to either the facility plan or the Agency's assessment is required. The Agency therefore grants approval of the facility plan.

This Planning Approval is an important step toward obtaining Water Pollution Control Loan Program (WPCLP) funding; however a number of additional requirements must be met before a loan commitment is achieved. Before proceeding toward the bidding of construction contracts, you should be in direct contact with your Project Manager to assure that sufficient progress has been made towards satisfying these additional requirements as defined in Section 365.430 of the Loan Rules.

If you have any questions, please feel free to contact Lanina Clark of the Infrastructure Financial Assistance Section at the telephone number indicated above.

Sincerely,

J. Geoffrey Andres, Manager
Infrastructure Financial Assistance Section
Bureau of Water

cc: Clerk, City of Evanston
Engineer, City of Evanston, Ms. Lara N. Biggs, P.E.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Luke Stowe, Interim Administrative Services Director
CC: Michael Rivera, Interim Parking Division Manager
Subject: Ordinance 112-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B) “Parking Zones” Adding Paid Parking to Greenwood Street between Chicago Avenue and Sherman Avenue
Date: October 28, 2019

Recommended Action:
Staff and Transportation & Parking Committee recommend City Council adopt Ordinance 112-O-19, amending City Code Section 10-11-12 XII(B) “Parking Zones”, which will convert Greenwood Street from Chicago Avenue to Sherman Avenue to a paid parking zone.

Council Action:
For Action

Summary:
Upon review of parking near the downtown district, staff realized that Greenwood Street between Chicago Avenue and Sherman Avenue has no parking restrictions and is often taken up by commuters. Due to its proximity to downtown and to the Dempster Street el and Metra stations, it is recommended that the street be converted to 4 hour paid parking at the standard rate of $1.50 an hour. City Code Section 10-11-12(B), of the Evanston City Code would be amended to read as follows:

(A) Four (4) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

<table>
<thead>
<tr>
<th>Schedule XII (B):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greenwood Street</td>
</tr>
</tbody>
</table>
Legislative History:
Transportation & Parking Committee approved at its September 2019 meeting. City Council approved for Introduction at its October 14, 2019 meeting.

Attachments:
112-O-19 Amending Title 10, Chapter 10, Section 11, Schedule XII(B) Adding Greenwood
112-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 12, Schedule XII(B)
“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 XII(B), of the Evanston City
Code of 2012, as amended, is hereby further amended to read as follows:

(B) Four (4) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50)
per hour, effective March 1, 2019 through December 31, 2019 and commencing
on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the
hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through
Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

<table>
<thead>
<tr>
<th>SCHEDULE XII (B):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greenwood 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
CC: Members of Administration and Public Works Committee
From: Luke Stowe, Interim Administrative Services Director
CC: Michael Rivera, Interim Parking Division Manager
Subject: Ordinance 113-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(B), Adding Paid Parking to South Boulevard from Chicago Avenue East to Driveway of 516 South Boulevard
Date: October 28, 2019

Recommended Action:
Staff and the Transportation and Parking Committee recommend, pursuant to the request of Aldermen Wynne, adopting Ordinance Ordinance 113-O-19 amending City Code Section 10-11-12 XII(B) “Parking Zones” adding paid parking South Boulevard from Chicago Avenue east to the driveway, this will add 4-5 spaces that could be used by the business, but have little impact on residential parking.

Council Action:
For Action

Summary:
Dan Fagerstein, owner of the law office at the corner of South Boulevard and Chicago Avenue, informed Alderman Wynne that parking nearby is consistently being taken up by commuters, leaving no spaces for clients. By adding paid parking on South Boulevard from Chicago Avenue east to the driveway, this will add 4-5 spaces that could be used by the business, but have little impact on residential parking.

Paid parking spaces would allow for 4 hour parking and be charged at the standard rate of $1.50 an hour. Due to the close proximity to the South Boulevard el train station, it is not recommended to do 12 hour parking, as those spaces would then still be accessible to commuters.

City Code Section 10-11-12(B), of the Evanston City Code would be amended to read as follows:
(B) Four (4) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays.

<table>
<thead>
<tr>
<th>SCHEDULE XII (B):</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>South Boulevard</td>
<td>South</td>
<td>Chicago Avenue east to the driveway of 516 South Boulevard</td>
</tr>
</tbody>
</table>

Legislative History:
Transportation & Parking Committee approved at its September 2019 meeting. City Council approved for Introduction on October 14, 2019.

Attachments:
113-O-19 Amending Title 10, Chapter 11, Section 12 Section F adding a Portion of South Blvd
AN ORDINANCE

Amending Title 10, Chapter 11, Section 12, Schedule XII(B) 
“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 XII(B), of the Evanston City 
Code of 2012, as amended, is hereby further amended to read as follows:

(B) Four (4) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) 
per hour, effective March 1, 2019 through December 31, 2019 and commencing 
on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the 
hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through 
Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

<table>
<thead>
<tr>
<th>SCHEDULE XII (B):</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Boulevard</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:

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Luke Stowe, Interim Administrative Services Director
CC: Michael Rivera, Interim Parking Division Manager
Subject: Ordinance 116-O-19, Amending Title 10, Chapter 11, Section 12, Schedule XII(A) “Parking Zones” Adding Paid Parking to Sherman Avenue
Date: October 28, 2019

Recommended Action:
Staff and Transportation & Parking Committee recommend City Council adopt Ordinance 116-O-19, amending City Code Section 10-11-12 XII(A) “Parking Zones” to add paid parking on Sherman Avenue from the alley north of Main Street to the alley south of Washington Street.

Council Action:
For Action

Summary:
Upon review of parking near the downtown district, staff realized that Sherman Avenue between the alley north of Main Street and the alley south of Washington Street has no parking restrictions and is often taken up by commuters. Due to its proximity to the el and Metra stations and the Main-Dempster Mile District, it is recommended that the street be converted to 2 hour paid parking from 8:00am - 5:00pm/4 hour from 4:00-9:00pm at the standard rate of $1.50 an hour. City Code Section 10-11-12(A), of the Evanston City Code would be amended to read as follows:

(A) Two (2) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:
Legislative History:
Transportation & Parking Committee approved at its September 2019 meeting. City Council approved for Introduction at its October 14, 2019 meeting.

Attachments:
116-O-19 Amending Title 10, Chapter 10, Section 11, Schedule XII(A) Adding Sherman
116-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 12, Schedule XII(A)
“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 XII(A), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Two (2) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

<table>
<thead>
<tr>
<th>Sherman Avenue</th>
<th>Both</th>
<th>Alley North of Main Street to the Alley South of Washington St</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>*Zones have 4hr limit from 5-9pm</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:

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Members of the Planning and Development Committee
From: Meagan Jones, Neighborhood and Land Use Planner
CC: Johanna Leonard, Community Development Director; Scott Mangum, Planning and Zoning Manager
Subject: Ordinance 135-O-19, Amending Portions of the Zoning Ordinance Related to Permitted Uses within the U2 Zoning District
Date: October 28, 2019

Recommended Action:
The Plan Commission recommends approval of a text amendment to the Zoning Ordinance to revise language regarding permitted uses in the U2 University Athletic Facilities District.

Council Action:
For Introduction

Summary:
The U2 District is currently applied north of Central Street to the City limits, between Ashland Avenue to the west and University property west of Asbury Avenue to the east. This zoning district encompasses Ryan Field, Drysdale Field, Miller Park, Welsh-Ryan Arena, Trienens Performance Center and Anderson Hall.

The U2 University Athletic Facilities District “is intended to permit the utilization of university facilities within the district in a manner that is compatible with the surrounding development, which is predominantly residential.” The Zoning Ordinance lists permitted uses in the U2 District in Subsection 6-15-7-2. Permitted Uses:

The following uses shall be permitted in the U2 district:
Business or vocational school.
Fieldhouse.
Indoor recreational facility (college and university).
Outdoor recreational facility (college and university).
Parking lot (college and university).
Playground.
Stadium.
The following uses shall be considered permitted uses when conducted in association with the above permitted uses:

- Intramural and intercollegiate sports and athletic events and practice therefor.
- Local, regional and State elementary and high school athletic events and practice therefor.
- Band playing and practice in connection with the above events.
- Commencement, convocation and graduation exercises.
- University-sponsored lecture, speakers, musical performances and other cultural events held within an enclosed building provided that attendance is limited to ten thousand (10,000) or less.
- Luncheons and dinners and dining room facilities in a stadium provided that attendance is limited to the seating capacity of the facilities.
- Accessory uses to the above permitted uses, including administrative and faculty offices, classroom, auditoriums, athletic facilities and parking spaces.
- Off-street parking for hospital employees and for university students and employees.

Temporary event (provided they are of a community or cultural nature and further provided they meet the conditions listed below):

This Subsection provides standards to ensure that temporary uses shall not impose an undue adverse effect on neighboring streets or property.

Community and cultural events of a nonprofit nature intended primarily for residents of the City and amateur athletic events shall be permitted provided that the following conditions are met:

1. Sponsors of the temporary event obtain a certificate of zoning compliance pursuant to Section 6-4-8-2 of this Title.
2. Attendance at such events is limited to ten thousand (10,000) persons or less.
3. Adequate university parking is available and is provided to all persons attending the event.
4. Private security is provided for those parking areas utilized.
5. Adequate provision of traffic-control devices at no City expense, including personnel, shall be provided to ensure the free flow of traffic and the security and safety of said traffic flow.
6. Live animals used in conjunction with any event may only be stored within a completely enclosed building.
7. No more than seven (7) such events shall be held in any calendar year in any one facility, and each such event shall not exceed five (5) consecutive days in duration.
8. Lighting associated with such events shall be directed away from adjacent residences.
9. Tractor trailers may not remain running while parked on the public street or in off-street parking areas.
Northwestern University would like to pursue hosting nationally recognized sporting events at the Welsh Ryan Arena, which holds a capacity of 7,039 people. However, in order to do so, the current regulations for temporary events would need to be amended to meet possible event types, and duration. A list of the current events, permitted by code and held annually in Welsh Ryan Arena, is attached.

Currently, the Zoning Ordinance review process for temporary events requires a Zoning Compliance document. If events are larger, take place on City property or utilize City resources, the Special Events Committee reviews the logistics of the event as they apply to City resources and makes suggestions or requirements to aid in the efficiency of the event. Generally, the Special Events Committee reviews all outdoor events requested on City property, i.e. street, sidewalk, park, etc., and/or deemed to significantly impact the City as well as events that require City Council approval. Applications typically must be submitted by the end of January for the year in which they will occur.

An example of the Special Events Committee’s review occurs with Northwestern University’s annual “Run for Walk” Randy Walker road race event which takes place in the summer. The Special Event Committee’s review is not currently codified within the Zoning Code.

Proposal Overview
The proposed text amendment, as recommended by the Plan Commission, would revise language within Section 6-15-7-2 as it relates to temporary events. During the September 11, 2019 meeting, the Plan Commission made several recommended revisions to Northwestern’s proposal which related to approval of events, parking requirements, time restrictions for events, notice to neighbors and a sunset date for these proposed ordinance changes (these conditions are summarized in the attached draft minutes from the Sept. 11 Plan Commission meeting, Northwestern University’s application has been updated to be inclusive of many of these conditions, and they are also summarized in the Legislative History section).

Specifically, Northwestern seeks to amend the zoning ordinance as described below:

6-15-7-2. – PERMITTED USES
The following uses shall be permitted in the U2 district:
Business or vocational school.
Fieldhouse.
Indoor recreational facility (college and university).
Outdoor recreational facility (college and university).
Parking lot (college and university).
Playground.
Stadium.
The following uses shall be considered permitted uses when conducted in association with the above permitted uses:
- Intramural and intercollegiate sports and athletic events and practice therefor.
- Local, regional and State elementary and high school athletic events and practice therefor.
- Band playing and practice in connection with the above events.
- Commencement, convocation and graduation exercises.
- University-sponsored lecture, speakers, musical performances and other cultural events held within an enclosed building provided that attendance is limited to ten thousand (10,000) or less.
- Luncheons and dinners and dining room facilities in a stadium provided that attendance is limited to the seating capacity of the facilities.
- Accessory uses to the above permitted uses, including administrative and faculty offices, classroom, auditoriums, athletic facilities and parking spaces.
- Off-street parking for hospital employees and for university students and employees.

Temporary event (provided they are of a community or cultural nature and further provided they meet the conditions listed below):

This Subsection provides standards to ensure that temporary uses shall not impose an undue adverse effect on neighboring streets or property.

Community and cultural events of a nonprofit nature intended primarily for residents of the City and amateur athletic events shall be permitted provided that the following conditions are met:

1. Sponsors of the temporary event shall obtain City Council approval, provide proof of event logistics approval by the City's Special Events Committee and obtain a certificate of zoning compliance pursuant to Section 6-4-8-2 of this Title.
2. Written notice shall be provided to residents within five hundred (500) feet of the event site within 5 business days after event approval by the City Council.
3. Attendance at such events is limited to ten thousand (10,000) persons or less—seven thousand (7,000) persons for indoor events and three thousand (3,000) persons for outdoor events.
4. Adequate university parking is available and is provided to all persons attending the event. Free University parking is available and is provided in the U2 district to all persons attending events (as defined in this ordinance) until all car parking spaces are full. This parking shall be provided for no fewer than two thousand (2,000) passenger vehicles, one thousand three hundred (1,300) of which must be within the U2 zoning district.
5. Private security is provided for those parking areas utilized.
6. Adequate provision of traffic-control devices at no City expense including personnel, shall be provided to ensure the free flow of traffic and the security and safety of said traffic flow.

7. Live animals used in conjunction with any event may only be stored within a completely enclosed building.

8. No more than seven (7) such events shall be held in any calendar year in any one facility, and each such event shall not exceed five (5) consecutive days in duration. Six (6) single-day events and a seventh (7th) multi-day event (not to exceed seven (7) days in duration, and that would require approval from the City Council) shall be held in any calendar year.

9. Lighting associated with such events shall be directed away from adjacent residences.

10. Tractor trailers may not remain running while parked on the public street or in off-street parking areas.

11. No activities related to special events shall occur between 10:00 p.m. and 7:00 a.m. from Sunday evening to Friday morning, and between 11:00 p.m. and 7:00 a.m. from Friday evening through Sunday morning; with the exception of event setup and breakdown procedures which shall not exceed thirty minutes before or after the aforementioned times.

12. Loitering and tailgating is prohibited before, during and after such events.

The provisions in this text amendment approved by Ordinance 135-O-19 will expire on December 31, 2021.

Staff reviewed zoning requirements for other “Big 10” municipalities and found varying requirements, though none appeared to specifically address professional sporting events on campus. The municipalities generally had special event permit processes with varying requirements for events held on public land. In one case, Pennsylvania State University, event sponsors seeking special event permits needed to obtain and show proof of permission from the school to hold events on that property.

The proposed Zoning Ordinance Text Amendment to revise language regarding permitted uses in the U2 University Athletic Facilities District meets the standards for approval of amendments per Section 6-3-4-5 of the City Code. The proposal is consistent with the goal of the Comprehensive Plan to support the growth and evolution of Institutions while recognizing that they are part of their mostly residential surroundings. The work associated with requiring events to go through the Special Event review process will require the event logistics to be reviewed by City staff from all City Departments and will provide an open and public process for these events in the future, if this text amendment is approved.

Legislative History:
September 11, 2019 – The Plan Commission voted, 7-1, to recommend approval of the proposed text amendment with added conditions of: 1.) Written notice shall be provided to residents within 500 ft. of site within 5 days of event approval, 2.) Parking shall be provided for at least 2,000 passenger vehicles, 1,300 of which within U2 district, 3.) Loitering and tailgating is prohibited before, during and after events, 4.) If approved, the ordinance
expiration date shall be December 31, 2021, 5.) Remove language referencing "unless the City Council affirmatively votes to renew this amendment" *(tied to above proposed expiration date)*, 6.) Revise language so that indoor events are limited to 7,000 persons and outdoor events are limited to 3,000 persons, and 7.) Require all events to be approved by the City of Evanston.

[Link to Plan Commission Packet for 9/11/19](#)

August 28, 2019 - The Plan Commission continued the matter to the September 11, 2019 meeting due to lack of quorum for this agenda item.

August 7, 2019 – The Plan Commission began discussion on the proposed amendment. Multiple requests to continue the matter were requested and granted. The item was continued to the August 28, 2019 meeting.

[Link to Plan Commission Packet for 8/7/19](#)

**Attachments:**
- [Ordinance 135-O-19](#)
- [NU Text Amendment Application Submitted 8.23.19](#)
- [Current Annual Events Hosted at Welsh Ryan](#)
- [DRAFT Minutes from the 9.11.19 Plan Commission Meeting](#)
- [Minutes from the 8.7.19 Plan Commission Meeting](#)
- [PowerPoint Presented by Ken Proskie on 9.11.19](#)
- [Questions submitted by Yvi Russell on 9.11.19](#)
- [Comments received as of October 17, 2019](#)
10/14/2019

135-O-19

AN ORDINANCE

Amending Portions of the City of Evanston Zoning Ordinance to Amend Permitted Uses within the U2 Zoning District

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

SECTION 1: City Code Subsection 6-15-7-2, “Permitted Uses”, of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

6-15-7-2. – PERMITTED USES.

The following uses shall be permitted in the U2 district:

- Business or vocational school.
- Fieldhouse.
- Indoor recreational facility (college and university).
- Outdoor recreational facility (college and university).
- Parking lot (college and university).
- Playground.
- Stadium.

The following uses shall be considered permitted uses when conducted in association with the above permitted uses:

- Intramural and intercollegiate sports and athletic events and practice therefor.
- Local, regional and State elementary and high school athletic events and practice therefor.
- Band playing and practice in connection with the above events.
- Commencement, convocation and graduation exercises
- University-sponsored lecture, speakers, musical performances and other cultural events held within an enclosed building provided that attendance is limited to ten thousand (10,000) or less.
- Luncheons and dinners and dining room facilities in a stadium provided that attendance is limited to the seating capacity of the facilities.
- Accessory uses to the above permitted uses, including administrative and faculty offices, classroom, auditoriums, athletic facilities and parking spaces.
- Off-street parking for hospital employees and for university students and employees.

Temporary event (provided they are of a community or cultural nature and further provided they meet the conditions listed below):

This Subsection provides standards to ensure that temporary uses shall not impose an undue adverse effect on neighboring streets or property.

Community and cultural events of a nonprofit nature intended primarily for residents of the City and amateur athletic events shall be permitted provided that the following conditions are met:

1) Sponsors of the temporary event shall obtain City Council approval, provide proof of event logistics approval by the City’s Special Events Committee, and obtain a certificate of zoning compliance pursuant to Section 6-4-8-2 of this Title.

2) Written notice shall be provided to residents within five hundred (500) feet of the event site within 5 business days after event approval by the City Council.

3) Attendance at such events is limited to ten thousand (10,000) persons or less—seven thousand (7,000) persons for indoor events and three thousand (3,000) persons for outdoor events.

4) Adequate university parking is available and is provided to all persons attending the event. Free University parking is available and is provided in the U2 district to all persons attending events (as defined in this ordinance) until all car parking spaces are full. This parking shall be provided for no fewer than two thousand (2,000) passenger vehicles, one thousand three hundred (1,300) of which must be within the U2 zoning district.
4) Private security is provided for those parking areas utilized.

5) Adequate provision of traffic-control devices at no City expense, including personnel, shall be provided to ensure the free flow of traffic and the security and safety of said traffic flow.

6) Live animals used in conjunction with any event may only be stored within a completely enclosed building.

7) No more than seven (7) such events shall be held in any calendar year in any one facility, and each such event shall not exceed five (5) consecutive days in duration—six (6) single-day events and a seventh (7th) multi-day event (not to exceed seven (7) days in duration, and that would require approval from the City Council) shall be held in any calendar year.

8) Lighting associated with such events shall be directed away from adjacent residences.

9) Tractor trailers may not remain running while parked on the public street or in off-street parking areas.

10) No activities related to special events shall occur between 10:00 p.m. and 7:00 a.m. from Sunday evening to Friday morning, and between 11:00 p.m. and 7:00 a.m. from Friday evening through Sunday morning; with the exception of event setup and breakdown procedures which shall not exceed thirty minutes before or after the aforementioned times.

11) Loitering and tailgating is prohibited before, during and after such events.

The provisions in this text amendment, approved by Ordinance 135-O-19, will expire on December 31, 2021.

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

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 4:** Ordinance 135-O-19 shall be in full force and effect after its passage and approval.

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

Introduced: ______________, 2019  
Adopted: ______________, 2019  
Approved: ______________, 2019

______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

______________________________  
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
1. PROPERTY, IF APPLICABLE

Address ____________________________

Permanent Identification Number(s):

PIN 1: ____________________________

PIN 2: ____________________________

Plats of survey for all properties that are subject to this petition must be included. Surveys must be accurate as of the current date.

2. APPLICANT

Name: Maureen Palchak

Organization: Northwestern University

Address: 633 Clark

City, State, Zip: Evanston, IL 60208

Phone: (847)-467-3302

Cell: (612)-481-9961

E-mail: M-Palchak@Northwestern.edu

3. PROPERTY OWNER (If different than applicant), if applicable

Name: ____________________________

Address: ____________________________ City, State, Zip: ____________________________

Phone: ____________________________ Cell: ____________________________

E-mail: ____________________________

What is the relationship of the applicant to the property owner?

- [ ] same
- [ ] architect
- [ ] office of board of directors
- [ ] builder/contractor
- [ ] attorney
- [ ] officer of board of directors
- [ ] potential purchaser
- [ ] lessee
- [ ] potential lessee
- [ ] real estate agent

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this petition. I understand that the Petitioner will be the primary contact for information and decisions during the processing of this petition, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the named Petitioner at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) — REQUIRED ____________________________ Date ____________________________

4. SIGNATURE OF APPLICANT

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature — REQUIRED ____________________________
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this petition:

☐ (This) Completed and Signed Form
☐ Legal descriptions of all properties as shown on Plat of Survey, if applicable.
☐ Plat(s) of Survey, if applicable. Date(s) of Survey(s):

Plats of survey must be completed by a licensed surveyor and must be current so that it displays every structure, patio, deck, walkway, etc., that is currently on the property. Copies must be legible for all dimensions and details.

☐ Proof of Ownership, if applicable. Document(s) Submitted:

Accepted for proof of ownership includes: deed, mortgage, contract to purchase, closing documents, (price may be blacked out on submitted documents). A tax bill cannot be accepted as proof of ownership.

☐ Application & Mailing Fee Amount $100

Application & Mailing Fees may be paid by cash, check, or credit card. Please contact Community Development for number of required mailings and mailing fee.

☐ Additional Documentation

Any other documents as may be required by the Community Development Director. Please contact the Community Development Department for any additional requirements.

Zoning Ordinance Text Amendment Applications take approximately 10 business days for initial review. Alterations or modifications that require re-review may take longer. Please contact the Zoning Office at 847.448.4311 with any questions. Complete applications may be submitted in person or by mail to:

City of Evanston
Zoning Office, Room 3202
2100 Ridge Avenue
Evanston, IL 60201
6. ZONING TEXT AMENDMENT

Please complete the following section indicating the specific sections of the Zoning Ordinance for which you are seeking a text change, or which new sections of the Zoning Ordinance you are seeking for the City to add to the text.

<table>
<thead>
<tr>
<th>Zoning Ordinance Section Number</th>
<th>This section presently states the following (this does not apply to a new section):</th>
<th>I request the Zoning Ordinance text to be amended in the following manner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-15-7-2</td>
<td>Community and cultural events of a nonprofit nature intended primarily for residents of the City and amateur athletics events shall be permitted.</td>
<td>Community and cultural events intended primarily for residents of the City and athletics events shall be permitted.</td>
</tr>
<tr>
<td>6-15-7-2</td>
<td>Attendance at such events is limited to ten thousand (10,000) persons or less.</td>
<td>Attendance at such events is limited to 7000.</td>
</tr>
<tr>
<td>6-15-7-2</td>
<td>No more than seven (7) such events shall be held in any calendar year.</td>
<td>No more than six (6) single-day events and a seventh (7th) multi-day event (not to exceed seven (7) days in duration, and that would require special permission from the City of Evanston) shall be held in any calendar year.</td>
</tr>
<tr>
<td>6-15-7-2</td>
<td>Adequate university parking is available and is provided to all persons attending the event.</td>
<td>Free University parking is available and is provided in the U2 district to all persons attending events (as defined in this ordinance) until all car parking spaces are full.</td>
</tr>
<tr>
<td>6-15-7-2</td>
<td></td>
<td>The provisions in this text amendment will expire two years after its approval, unless the City Council affirmatively votes to renew this amendment.</td>
</tr>
<tr>
<td>6-15-7-2</td>
<td></td>
<td>No activities related to special events shall occur between 10:00 p.m. and 7:00 a.m. from Sunday evening to Friday morning, and between 11:00 p.m. and 7:00 a.m. from Friday evening through Sunday morning; with the exception of event setup and breakdown procedures which shall not exceed thirty minutes before or after the aforementioned times.</td>
</tr>
</tbody>
</table>

Copy this form if necessary for a complete listing.
8. PROPOSED AMENDMENT

Please describe the reason for the proposed zoning ordinance text amendment. Northwestern University is submitting an amendment to ordinance 6-15-7-2 in order to host events at the existing Northwestern Athletics facilities. Northwestern has been consistently approached to host events that would benefit not only the University but also the City of Evanston and members of the community. The revenue generated through the amusement tax, parking tax, and ancillary benefits to restaurants and hotels has great potential to create long term benefits.

9. STANDARDS

The amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy (§6-3-4-1 of City Code). The Zoning Ordinance establishes standards that “the City Council should … consider, among other factors.” (§6-3-4-5)

Explain how the petitioned amendment relates to or satisfies each of the following standards.

(A) How is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive General Plan1, as adopted and amended from time to time by the City Council?

The proposed changes are consistent with the distinct character of the Evanston community. These changes would make Evanston a more vibrant and attractive destination for visitors, and bolster Evanston’s reputation as a regional entertainment destination. Additionally, these changes would build on Evanston’s unique physical, economic, and cultural strengths, thereby enhancing the quality of life for all residents in Evanston.

\[1\] Available from the Planning and Zoning Division.
(B) In what ways is the proposed amendment compatible with the overall character of existing development in the immediate vicinity of the subject property?

N/A

(C) Will the proposed amendment have an adverse affect on the values of adjacent properties and why?

The proposed amendment will not have an adverse effect on the values of adjacent properties because there will be no structural changes to the property or land, and the facility will be used for family fun events that are consistent with the mission and values of the University.
(D) What change to existing public facilities and services, if any, will be required to serve the effects of the proposed amendment?

There will be no changes.

___________________________
Applicant's signature

5/4/19
Date

___________________________
Applicant's signature

I certify that all of the above statements and all statements, information and exhibits that I am submitting in conjunction with this application for relief from the requirements of the Zoning Ordinance or for an appeal from the Zoning Administrator's decision are true to the best of my knowledge.

Maureen Palchak
Applicant's signature

5/4/19
Date
CURRENT ANNUAL EVENTS HOSTED IN WELSH RYAN ARENA
Permitted under current ordinance

<table>
<thead>
<tr>
<th>Event</th>
<th>Amount/year</th>
<th># of attendees</th>
<th>Time of year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwestern Men's Basketball</td>
<td>18</td>
<td>Up to 7,039</td>
<td>Nov.-March</td>
</tr>
<tr>
<td>Northwestern Women's Basketball</td>
<td>17</td>
<td>~1000</td>
<td>Nov.-March</td>
</tr>
<tr>
<td>Northwestern Volleyball</td>
<td>16</td>
<td>~1000</td>
<td>Sept.-Nov.</td>
</tr>
<tr>
<td>Northwestern Graduations</td>
<td>1</td>
<td>~7,000</td>
<td>June</td>
</tr>
<tr>
<td>A&amp;O Fall concert</td>
<td>1</td>
<td>~3000</td>
<td>October</td>
</tr>
<tr>
<td>Three High School Graduations</td>
<td>3</td>
<td>~5000</td>
<td>May/June</td>
</tr>
</tbody>
</table>
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.

3. OLD BUSINESS (Continued from August 28, 2019 and August 7, 2019)

A. Text Amendment  
Special Events in the U2 District  
19PLND-0032  
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to Section 6-15-7-2 of the Zoning Ordinance, to revise permitted uses of the U2 University Athletic Facilities District.

Ms. Jones provided an overview of the proposed text amendment, highlighting revisions Northwestern University made to its application since the item was last discussed. These changes included providing parking for free to address parking concerns and adding time restrictions on when events could occur and how long set-up and take-down time could be.
Mr. Mike Polisky, Deputy Athletic Director for Northwestern, gave a brief summary of what Northwestern University is proposing, stating that there will be a limited number of concerts and athletic events over two years and that there have been two open forums with residents regarding the proposal with changes being proposed based off of comments received. He then introduced Mr. Dave Davis, Executive Director of Neighborhood and Community Relations for Northwestern University.

Chair Lewis opened the hearing to questions from the public. A total of 20 people spoke with the following questions:

- Joe Hill inquired if Northwestern had spoken to residents since the August 7th Plan Commission meeting and if the lack of specifying “up to the capacity of the venue” is a way to subvert the zoning code. Mr. Davis responded, acknowledging the concerns of not communicating often enough and stating that Northwestern began the process in January. They have spoken at ward meetings and hosted open forums in which comments were received and considered as part of revised applications. Mr. Davis added that he understands that there may be adverse effects. A maximum of 7,000 people is proposed for events and that cannot be changed due to venue size, there is no plan to expand and there will be measures taken to mitigate effects including additional security, monitoring emergency response times, working with the City on traffic and trash pickup following events. Northwestern has attempted compromise to move forward but will not withdraw its request.

- Mike Vasilko stated he is an architect and planner and asked what data or impact study has been provided to support statements made by Northwestern regarding improving the quality of life and parking. Ms. Jones responded that there were no requests made for marketing studies showing change in property values. Much of what was looked at was existing events and how those have affected traffic but no official traffic study was submitted.

- Yvi Russell asked if any tickets would be sold at the door and if the intent is to presale to Evanston residents and not need to open sales to the public. Ms. Russell then inquired about the sunset provision requesting that a written impact of the events on the neighborhood be submitted and that neighbors be able to provide feedback. She then asked if different events could occur in one day, if Northwestern will attempt to avoid conflicting with City events, if acts would be determined by the sponsor or the act itself, and clarification on if the 7 day events could be multi-day events. Mr. Polisky responded that Northwestern anticipates offering tickets to Evanston residents and opening remaining tickets to the general public. He added that once permission has been granted to hold the events, the clock will start so there has been no ability to plan events at this time but he would be happy to provide a report. The intention for events is to have single events and not breaking it up to have 2 in one day. Mr. Polisky then stated that there is not a lot of influence regarding concerts, it is a work in progress and that there will be the ability to hold 6 single day events and one multi-day event which would need to have City approval.
Geary Kull asked if residents that signed petitions had been talked with, for clarification on the number of parking spaces on the site and if there could be other locations for concerts. He added that what is proposed is not considered educational. Ms. Jones stated that staff is always open to talking to residents and has received a number of calls, emails and documents that are a part of the record. Mr. Polisky stated that there are roughly 1,500 parking spaces with the recent repaving. Seat kills within the arena will vary depending on the concert and most attendees come with more than one person which cuts down on needed parking. Hope that opening spaces for free will help with the demand. Lakefront University facilities do not have needed capacity for concerts. He added that the ordinance change would reduce possible event days from 35 to 13. Mr. Davis then spoke briefly regarding alignment with the educational mission and stated that it is invested in the Community and strengthening the relationship between the City and the University.

Mary Rosinski inquired how the events would compare with Dillo Day and provided information on hospital visits of attendees in recent years. She inquired if that event could then be moved, how security would be addressed and how many parking spaces exist for lakefront events. Mr. Mangum provided parking information stating that north center structure has 1100 spaces, south visitor center has 435, and the south deck has 492 spaces. Mary Rosinski then asked if economic studies had been read through. Ms. Jones stated that all documents that had been submitted to staff have been included within the Commission’s meeting packets.

Joyce Zeiss asked for the athletic department to provide projections on possible revenue from events. Mr. Polisky replied that Northwestern knows the general math behind the revenue equation but does not have exact numbers. There would be tax revenue generated from the use. The Chamber of Commerce has some information regarding this but no full study has been done.

Lynn Trautmann asked if the word “indoor” had been added to the proposed amendment. Ms. Jones replied that the actual phrase “indoor” had not been added. She then stated that the number of people keeps this location from becoming Wrigleyville and should be added. Chair Lewis stated that the Commission can recommend adding that language to the amendment.

Ken Proskie asked for clarification on the number of parking spaces. 2,000 spaces mentioned previously, now 1,500. He counted 1,359 spaces.

Stewart Gutsman asked if there would be any willingness to use the parking within the new welcome center on campus for concerts, if there had been any inquiries on the desire of the Evanston community for the proposed use and if there are comparable events instead of Canal Shores which is smaller. Mr. Polisky stated Northwestern will run shuttles, monitor parking and provide the shuttle for free. He then referenced the Chamber of Commerce study for economic effects and desire and stated that no comparable events had been looked at.

Mark Rosati inquired about enforcing parking on the City’s end. Ms. Jones
responded that it is difficult to address that from a pure zoning perspective but the City recently approved parking changes in terms of pricing and providing parking on Poplar Ave. for game day events. This could be a part of Special Event Committee logistics considerations especially for different events with different needs.

- David Staub inquired about involvement of the Special Events Committee and parking by the hospital. Mr. Polisky stated the hospital will be provided with a schedule of events and the hospital vacates the parking lot when needed.
- Laurie Keenan asked what will be done for the children of Evanston to ensure there is not an issue with concerts and alcohol and how will this differ from Dillo Day which has gotten worse over the years.
- Christina Brandt stated that Northwestern has had nefarious actions in the past and asked why Welsh-Ryan Arena was not specifically named and why the sunset clause does not include the public. Mr. DuBose responded that the amendment as written would go through the review process and at minimum go before City Council. Commissioner Isaac added that after 2 years, Northwestern would need to seek a new amendment and stated that it would be appropriate to state a specific expiration date. Mr. Davis stated that he is fine with the language change and that the intent is to hold events at Welsh-Ryan arena. Initially the proposed language included Ryan Field and the community wanted just Welsh-Ryan arena. The concern was if it were limited to just that it could affect current events that are held there.
- Christina Brandt asked why the Commission would vote different than its predecessors and it should be prepared to answer.
- Jill Kidd asked how Northwestern will prove ability to hold these events, what data and metrics will be used, how will the City benefit and how the reporting could be codified. Mr. Polisky replied that there will be collaborative meetings with neighbors for concerns, attendance and expected revenue. Will work with Kellogg on those metrics but knows revenue and impact will depend on the event. Allstate arena has also been consulted to get a feel for how concerts and promotions would work. He is happy to employ new language within the code.
- Susan Blatz asked about what studies were provided and if they were consulted. Ms. Jones responded that the information submitted by Yvi Russell addressed economic impacts and were included in Commission information packets. She then asked why a zoning ordinance change is being considered. Chair Lewis responded that Northwestern owns property and is seeking modifications regarding land use. He added that the Commission will address the studies and what is addressed during deliberation.
- Ted Trautmann inquired about the language “enclosed” not being added and if it could be. Chair Lewis replied that an amendment could be made addressing that language and be a part of the recommendation to City Council.
- Elizabeth Horner stated that at the previous meeting it was stated that the events would have a positive impact on restaurants and businesses, and asked if any study had been done to support that statement. She then referenced that the
arena offers 36 food vendors and if the possible effects had been considered. The Chamber of Commerce will address those issues.

- Dana Caspall inquired about the impact on children and if Northwestern and the City considered the effects of these events on young children. Ms. Jones stated that impacts on children was not separated out but consideration for timing of events, set up and take down was included. The Special Events Committee could look at various aspects regarding logistics, noise, impact to City property, etc. Residents do have a say and could submit comments to staff or the alderman that could be forwarded to the Committee. Ms. Caspall then asked if the financial benefits were considered. Ms. Jones said no, that it was not a part of the report and not in the purview of Planning and Zoning or Plan Commission review. She asked if Northwestern would be amenable to adding a parking ban within a mile of the stadium for anyone other than residents and their guests. Mr. Davis replied that the Northwestern cannot authorize a parking ban on public property but can provide a recommendation to Council.

- Amanda Bratten asked what is looked at when recommending change. Chair Lewis stated that the short answer is the proposals must be weighed against the standards for approval of amendments. Ms. Barton asked what will happen in 2 years at the end of the trial period. Ms. Jones replied that staff and the Commission cannot state for certain what will occur but that if there are certain changes such as large increase in attendees additional review would need to occur. Dave Davis added that Northwestern will not expand the use of its facilities to 40,000 people.

- Sarma McBride, a Wilmette resident, stated she is impacted greatly by current events and asked if the restrictions and reimbursement of expenses could be applied in Wilmette. Mr. Davis responded that he has talked with Wilmette and has looked into offsetting its costs.

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

- Commissioner Hewko explained the “give and get” of the proposed amendment including the number of possible event days being reduced from 35 to 13 days, City approval being required for multi-day events, maximum event attendees being reduced from 10,000 to 7,000, free parking being provided, time limitations have been added and the proposed changes would sunset after 2 years. He then asked if the 4% Amusement Tax and 12% sporting tax would apply or be increased. Mr. DuBose responded that an increase would require a change to City Code and Council approval.

- Commissioner Isaac asked how many total spaces would be allotted for free parking and how many would be within the U2 zoning district and if Northwestern would be opposed to prohibiting tailgating before and after events. Mr. Polisky responded that Northwestern could commit all existing parking spaces in the U2 and will commit additional spaces, of the 3,800 total, with shuttles for temporary events. He cannot commit all of the University's parking spaces. He added that he would support prohibiting tailgating.
Towards that end, Marta Baczynski, representing the Evanston Chamber of Commerce, provided a presentation on a survey conducted by the Chamber regarding the proposal and various aspects of the Arena. The survey was open for one month. Based on the responses received—70% were in favor, 20% were not, and 10% were unsure. He added that there is conflicting data on possible impacts of the proposed amendment and conclusions have depended on assumptions. The amendment could be a “shot in the arm” economically and expose the City to new visitors who visit businesses.

Chair Lewis opened the hearing to public testimony. There were several presentations and people speaking on behalf of organizations as well as 16 individuals who spoke in addition to those presenters. The presentations included the following:

- Ken Proskie, representing neighbors east of Ryan Field. Mr. Proskie's presentation showed other Big 10 schools and the surrounding areas. The information showed that Northwestern University has twice as many residences surrounding its sports arenas than all other Big 10 schools. He explained that there is a parking deficit with other locations having 1 parking space per 2.6 seats versus Northwestern providing 1 parking space per 5.2 seats. As a point of reference for attendees who may use public transit, he added that between 8% and 12% of Ravinia attendees use public transit.

- Laurie McFarlane, with North Evanston Watch, provided a presentation showing zoning use differences with Northwestern having a history of bad behavior. She added that Northwestern has not met the standards for approval of a text amendment.

- John Nader of Economists for Growth provided economic data and stated that the proposal does not make economic sense. He stated that a survey was done of professors with majority stating that events such as those proposed would be a drain on the surrounding area. He added that an economic impact presentation should be provided that demonstrates a halo effect from attendees as it likely does not apply to this area.

- Yvi Russell provided a presentation of possible effects and impacts. She provided a history of the property and Northwestern's past event activities noting violations with Northwestern hosting professional events. She also noted the code violations on the east parking lot and that stated that the City should not trust Northwestern's proposed amendment.

- Roger Sosa of the Evanston Chamber of Commerce provided information on a survey conducted by the Chamber regarding the proposal and various aspects of the Arena. The survey was open for one month. Based on the responses received—70% would be in favor, 20% would not and 10% were unsure. He added that there is conflicting data on possible impacts of the proposed amendment and conclusions have depended on assumptions. The amendment could be a “shot in the arm” economically and expose the City to new visitors who visit businesses.
Chair Lewis asked for a motion for a brief recess. Commissioner Isaac motioned for a 5 minutes recess and Commissioner Goddard seconded the motion. The Commission recessed at 10:29

Commissioner Goddard made a motion to reconvene the meeting, seconded by Commissioner Isaac. The meeting reconvened at 10:35

Public testimony continued with individual testimony from residents. The comments included the following:

- Joe Hill expressed his belief that the text amendment is a ploy to avoid going through the map amendment process and that if the amendment is approved, the City would lose the ability to review.
- Margaret Faust stated that the amendment is inconsistent with the Commission’s pledge and that there would be negative effects. Events are not all created equal and the hours are inconsistent with the surrounding neighborhood and would encourage tailgating. She encouraged the Commission to vote no.
- Mary Rosinski stated that the amendment process is not intended to relieve hardships or confer special rights onto individuals. She added that she disagrees with statements regarding increased property values. The issues are about trust and she encouraged the Commission to send the amendment back to staff for further review.
- Ted Trautmann stated that only amateur events are allowed due to the location within a residential area. Neighbors have rejected previous attempts to hold professional events. Nothing has changed this time except a renovated stadium. He encouraged the Commission to reject the amendment.
- Joyce Zeis stated that concerts are determined to be impactful. They should occur on infill property with new buildings, which would be a compromise.
- Andrew Samiak stated that he moved to Evanston from Austin, TX and went to Michigan State and worked in events planning for the Breslin Center. He stated that there are cultural events that add value and to say those type of events do not add value is a misstatement. He mentioned well known acts that have booked other university spaces such as UIC pavilion (a 9,500 seat venue) in Chicago. He referred to local businesses from the petition against the amendment and noted that only 10 are open after 6:00 PM and 5 of those are located over a mile away from the site. He provided information on event attendance at Michigan Stadium and stated that it is misleading to say that stadium and its events do not affect the outside community there.
- Stewart Gottsman expressed that there is crowding in the neighborhoods during events. He asked that Northwestern and the Commission listen to the residents and send the proposed amendment to the Zoning Committee.
- Amanda Braton shared that her home backs up to the back of the stadium. She felt protected by the existing zoning and is against the proposed change.
She added that she is a voice for mothers and the proposed change poses safety issues that are of concern. Approving the amendment would open the door to other changes in zoning.

- Mark Rosati expressed strong opposition to the amendment and mentioned the UIC pavilion mentioned by a previous resident, stating that that space is on campus and is a different type of area. He believes this is a misguided proposal.
- Bob Cruse stated that he was hit by a car as a child on Ashland Ave. and has concerns for traffic safety. He is less concerned with Northwestern making money than the loss of property values and asked if Northwestern could simply ask for a variance for events. He added that it appeared that some slides were based on the center of the U2 district and not the property lines.
- David Straub stated that the first 3 presentations were good and he agrees with them. He does not believe that Northwestern has met the burden of proof and that review would be limited to logistics versus getting a full permit from the Special Events Committee.
- C. Brandt stated opposition to the amendment and that there are no benefits to offset the impacts. The District is bordered by residents on all 4 sides. Concern over the introduction of alcohol sales at the arena. There are already a number of cultural events in Evanston, is there a need for revenue in the form of using this land?
- Jill Kidd stated opposition and supported other comments. She added that the revenue mentioned for local business is not new spending and no substitution was taken into account. She added she had less concern of noise within the stadium than traffic noise and an entertainment center is not a standard.
- Susan Blatts stated support of presentations in opposition to the amendment and that Northwestern has not met the burden of proof. Entertainment should be provided downtown.
- Maria Topper stated that she loves Evanston and the neighborhood and has safety concerns. There is a lack of parking on game days and it is reckless to bring in events without proper infrastructure.
- Kat O’Reily stated she was impressed by the resident presentations

Chair Lewis closed public testimony and asked for further comments and questions from the Commission.

Commissioner Isaac asked if Evanston Police Department presence is reimbursed. Mr. Davis responded that the cost is reimbursed and the City passed an ordinance to require reimbursement of all overtime activity

Commissioner Isaac then referenced Wrigleyville stating it is his understanding that the Chicago Cubs send staff into neighborhoods to clean up, and if Northwestern is open to doing something similar. Mr. Davis responded that trash receptacles are provided for events. Mr. Polisky added that there is investment made to ensure the

Page 8 of 17
Plan Commission Minutes 9/11/19

Page 25 of 92
neighborhood is returned to the way it was prior to the event and Northwestern would be open to having additional conversations though no complaints are made.

Commissioner Isaac asked if there was any thought to having open air concerts on the lakefront versus an indoor facility similar to Evanston Space in Canal Shores or Grant Park in Chicago. Mr. Polisky has stated that at this time concentration has been on existing indoor space and outdoor concerns have not been considered.

Commissioner Isaac then asked if the proposed change is required to have a Paul McCartney level artist play at Welsh-Ryan arena. Mr. Polisky stated that it is his understanding that, per the ordinance, the change is required in order to have a for-profit event. Some other events have been student led and non-profit in nature. Attempting to pursue in the right manner.

Chair Lewis asked if the language is being changed to for-profit or professional events. Ms. Jones replied that the proposed amendment would open Northwestern’s facilities to both professional and for-profit events. The current amendment strikes non-profit from the regulations. Commissioner Isaac asked if “amateur” and “non-profit” address the same thing. Ms. Jones replied that that is essentially the intention.

Laurie McFarland stated that sporting events are considered an integral part of the college experience and not in question whether profit is made or not.

Commissioner Hewko inquired about the language stating “intended primarily for residents of the City”, is Northwestern arguing that giving first access to residents addresses that intention. Mr. Polisky replied yes, that is the intention.

Commissioner Hewko then asked if there is a definition for athletic events and if there could be different interpretations going forward. Ms. Jones stated that there is not a definition for athletic events or language that specifically lists what sports would be included in that.

Chair Lewis asked for closing remarks from Northwestern. Mr. Davis thanked the Commission and residents for the ability to present the proposal to do something that Northwestern may believe is simple but may also have impacts to the neighborhood. He added that there will be measures taken to mitigate possible effects, including foot patrols, traffic management, litter services and trash pickup as well as ongoing conversations will occur with residents. He acknowledged that there has been a confrontational relationship between Northwestern and the City that has improved though there is some lingering distrust from some residents.

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

Chair Lewis asked if the attempt to limit noise is more or less stringent than the...
City’s noise ordinance. Ms. Jones stated that Northwestern would have to comply with current noise regulations. Mr. Mangum added that in Title 9, the noise regulations are stated some of which 10:00p to 7:00a Sunday through Friday, Friday to Sunday 11:00p to 7:00a. Construction activity (set up and take down) is limited to 7:00a and 9:00p weekdays and 8:00a to 5:00p on Saturday.

Chair Lewis acknowledged that, per the current code, there are 35 possible days that could be used for amateur and nonprofit events; if those events were available those days would be used. The real issue is professionalism makes more events available so more days could be used.

Commissioner Isaac stated that there would be a net of 11 more days outside of the 2 current one day temporary events that are held. He then added that he has a number of suggested amendments to what is proposed including: adding language regarding having the events indoors, leaving “amateur athletic events” within the proposed language, having the University provide notice when a special event is planned, making it clear that at least 2,000 parking spaces should be provided with 1,300 of those spaces available within the U2 district, no loitering pre or post event, and having a definitive date for the end of the 2 year trial period of December 31, 2021.

Chair Lewis asked for clarification on how the Commission could vote on proposed amendments to the proposal. Mr. DuBose replied that it would make sense to review and discuss the full amendment and if needed address amendments to the full proposal.

Commissioner Sloss stated that she generally agrees with Commission Isaac and added that more information on possible home depreciation and certainty of an event schedule may help. She is open to eliminating City of Evanston approval to specifically say City Council approval and clarifying the expiration of the trial period to a specific date.

Commissioner Goddard expressed that she is uncomfortable with requiring 2,000 spaces as there is a lot of access to public transportation and that amount of required spaces may be excessive. She had no issues with professional events.

Commissioner Hewko stated that regulations should specify that events are indoor only and there should be no tailgating permitted for the events, however, the requirement of 2,000 parking spaces seems excessive. Would not strike “amateur” events from the proposed language. Would also require City permission for all events.

Chair Lewis suggested having City Council review would provide some control on the type of event and inquired about the Special Events Committee review. Mr.
DuBose clarified the process for the Special Events Committee and stated that Director Hemingway is amenable to including these events for Special Events Committee review.

Chair Lewis asked what the difference is between amateur versus professional. Certain audiences may be more disruptive but that is not predicated on professional versus amateur events. Commissioner Isaac stated that he ties the multi-day event single day events together. He added that a 7-day tennis event could be considerably more disruptive than a single day evening concert. He is not in favor of multi-day events but that could be done after a 2 year testing period for single-day events.

Commissioner Sloss asked if Commissioner Isaac is more opposed to multi-day events versus professional would he be open to professional single day events and striking multi-day events. Commissioner Isaac stated he would be open to that but would then prefer that City Council approval be required for all events not just multi-day events.

Chair Lewis spoke regarding studies mentioning that traffic would likely be similar to that of existing events but that an economic analysis could be done to demonstrate a need. Commissioner Goddard disagreed on the former point, stating the Commission does not make decisions based off of economics.

Chair Lewis stated that there is a benefit to having local events versus having to travel to a new location. Chair Lewis then asked if it is necessary to have the use at this site and if it could be at a different Northwestern location and be less impactful.

There was then some discussion regarding including specific dates for the sunset provision and when the date could be set.

The Commission then reviewed the standards for approval of amendments and agreed that standard one is met due to the language not seeming to increase the intensity of use. There was some disagreement on standard two with compatibility being possible if the proposed language is modified and other items considered. The Commission generally agreed that standard three was met with conflicting evidence of effects of nearby property values. The Commission agreed that, with modifications, the fourth standard of adequate utilities and services could be met.

Commissioner Hewko made a motion to approve the text amendment as presented by staff. Seconded by Commissioner Goddard.

Commissioner Isaac made a motion to amend the proposed amendment to retain the word “amateur” in the amendment. Seconded by Commissioner Dubin. A voice vote was taken and the motion failed by a 1-5 vote.
Commissioner Isaac made a motion to amend the proposed amendment to provide written notice to residents within 500 feet of the site within 5 days of approval of special events. Seconded by Commissioner Hewko. A voice vote was taken and the motion passed by a 5-1 vote.

Commissioner Isaac made a motion to amend the proposed amendment to provide free 2,000 parking spaces with 1,300 spaces being within the U2 district. Seconded by Commissioner Sloss. A voice vote was taken and the motion passed by a 4-2 vote.

Commissioner Isaac made a motion to amend the proposed amendment to prohibit loitering before and after events. Seconded by Commissioner Hewko. A voice vote was taken and the motion passed by a 6-0 vote.

Commissioner Isaac made a motion to amend the proposed amendment to limit events to no more than 7 consecutive days. Due to lack of a second, that motion failed.

Commissioner Isaac made a motion to amend the proposed amendment to provide an ordinance expiration date of December 31, 2021. Seconded by Commissioner Sloss. A voice vote was taken and the motion passed by a 4-2 vote.

Commissioner Isaac made a motion to amend the proposed amendment to remove language referring to City of Evanston extension of the ordinance. Seconded by Commissioner Sloss. A voice vote was taken and the motion passed by a 4-2 vote.

Commissioner Isaac asked for suspension of the rules to ask a question regarding the number of outdoor events and attendance. Mr. Polisky responded that the Run for Walk event has approximately 1,000 participants, the Meet the Team event has 800 participants and the community movie in Ryan Field attracts approximately 2,500 participants.

Commissioner Isaac then made a motion to amend the proposed amendment to limit indoor event attendance to 7,000 people and outdoor event attendance to 3,000. Seconded by Commissioner Hewko. A voice vote was taken and the motion passed by a 6-0 vote.

Commissioner Hewko made a motion for all events to be approved by the City Council. Seconded by Commissioner Isaac. A voice vote was taken and the motion passed by a 5-1 vote.
Commissioner Isaac then made a motion to approve the proposed text amendment as amended. Seconded by Commissioner Sloss. A roll call vote was taken and the motion passed, 4-2.

Ayes: Dubin, Isaac, Sloss, Hewko
Nays: Goddard, Lewis

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 District.

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 dependent 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:
B. Map Amendment
Howard Street Rezoning 19PLND-0080
A Zoning Ordinance Map Amendment pursuant to City Code Title 6, Zoning, to rezone properties located at 951-1125 Howard Street from the C1 Commercial District to the B2 Business District.

Commissioner Sloss made a motion to continue the item to the September 25, 2019 Commission meeting. Seconded by Commissioner Isaac.

A roll call vote was then taken on the original motion which passed, 6-0.

Ayes: Dubin, Hewko, Isaac, Goddard, Lewis, Sloss
Nays:

C. Text Amendment
Accessory Recreational Cannabis Use 19PLND-0078
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to create definitions for recreational and medical cannabis related uses, establish any applicable general provisions for such uses, establish any applicable parking requirements for such uses, and amend the permitted and special uses in the Business, Commercial, Downtown, Research Park, Transitional Manufacturing, Industrial, and Special Purpose and Overlay zoning districts.

Commissioner Dubin made a motion to continue the item to the September 25, 2019 Commission meeting. Seconded by Commissioner Isaac.

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
MEETING MINUTES
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.
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
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. He
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 porkchop 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

A. Text Amendment
   Special Events in the U2 District
   A Zoning Ordinance Text Amendment pursuant to City Code Title 6,
   19PLND-0032
Ms. Jones provided an overview of the proposed text amendment, including the 2 year sunset provision that was added from the original submittal.

Commissioner Sloss inquired about the Special Events Committees specific standards. Ms. Jones replied that the group reviews a number of items similar to the Design and Project Review Committee with representation from several City Departments to ensure that events have proper logistics and safety or security measures that may affect City resources.

Commissioner Halik asked if any events had been held under the current wording. Ms. Jones responded that no events had been held under the current wording. However, there have been events in the past in the 70s, including a Bears game and, she believed, a concert had been held as well that did not have City permission. Concerts could be permitted with the conditions stated.

Commissioner Isaac stated that with the 7,000 attendee cap, events would likely not be in Ryan Field but in Welsh-Ryan Arena or at one of the baseball fields. Ms. Jones responded that is essentially the case. He then inquired about the current events held and confirmed that those events are considered permitted under the current regulations.

Commissioner Isaac then asked if Northwestern University sells tickets to their events, if the City sees any amusement tax from those sales. Mr. DuBose replied that sporting events do not qualify as amusements, there is a separate sporting event ticketing tax. Mr. Isaac asked if the City expects to obtain amusement tax from new events. Mr. DuBose replied that if the event is a concert then yes, however, he would need to review the event to see what tax, if any would be obtained.

Commissioner Isaac then asked about the phrase “intended primarily for residents of the City” and how that threshold would be met. Ms. Jones responded that there have not been conversations specific to that item but could be discussed in the future.

Mr. Mike Polisky, Deputy Athletic Director for Northwestern stated that Northwestern University could open presale tickets to Evanston residents. Have done some general activities and is very excited to do something specific. There will be a limited number of events over a 2 year time frame. Northwestern University met with staff, the alderman, and residents and has added a sunset provision to the original request. Northwestern would like a chance to show the ability to hold the events.

Mr. Dave Davis, Executive Director of Neighborhood and Community Relations for Northwestern University, stated that Northwestern has worked with residents and will continue to do so. Northwestern has been empathetic to concerns and has made
Chair Lewis opened up the hearing to questions from the Plan Commission.

Commissioner Goddard stated that with the reduction in maximum number of attendees permitted will parking be able to be contained within the existing parking lot. Mr. Polisky stated that in Welsh Ryan Arena, there will likely be less than 7,000 attendees due to stage setup. There are roughly 2,000 parking spaces between the east and west lots. Basketball games have sold out before. There are also Uber and Lyft services available. Northwestern would be willing to open lots for free to ease neighborhood parking issues. There is a 12% ticket tax that Northwestern pays and 4% amusement tax. Would be open to amending that to be beneficial for the City.

Chair Lewis stated that there is currently shuttle service offered for football games and asked if Northwestern would be open to providing that service for this use. Mr. Polisky responded that they would be open to trying that if it would alleviate concerns.

Commissioner Halik inquired if additional events would be added. Mr. Polisky stated beyond current events, 6 single day events and one multi-day event would be permitted. A tennis tournament was the impetus for the request.

Commissioner Sloss asked if there is any data based on previous events on the economic impact to local businesses. Mr. Polisky replied that the impact would be different with different events. He cannot confirm what specific acts would be secured and it is difficult to obtain exact data on attendees who visit businesses or stay in local hotels.

Chair Lewis stated that the request for a liquor license at the arena is not an issue reviewed by this body.

Commissioner Isaac asked how many events are currently at Ryan Field. Mr. Polisky responded that in addition to the 7 home football games, there is a “Meet the Team” event, Randy Walker 5K Memorial Run, and a community movie night.

Commissioner Halik asked if this doubles the amount of permitted events that have more than the number of available parking spaces. Mr. Polisky responded that there are roughly 18 basketball games held in Welsh –Ryan.

Chair Lewis confirmed that the proposed amendment does not discriminate against facility with regards to maximum number of attendees. Mr. Mangum responded that this applies to events within facilities in the U2 District.

Commissioner Dubin asked if the applicant had talked to the Parking Division regarding
metering in the neighborhood. Mr. Polisky responded that Northwestern staff has been speaking with City staff as well as with the Hospital, Northwestern Police, Fire Department and Emergency Services to ensure right ways of traffic mitigation. He added that the City recently initiated changes to the meters for some adjacent streets.

Commissioner Isaac asked how often does more than one event with more than 500 people occur in one day and if the applicant had contemplated that multiple events may happen in one day. Mr. Polisky responded that Northwestern typically does not have the staffing to hold multiple events in one day. Typically avoid multiple events on football game days. Some sporting events may happen on the same day but not to the extent that causes a lot of traffic. Men’s basketball games (held in Welsh-Ryan Arena) are the most traffic generating games. As a possible example, Northwestern may have a Friday night event, have that taken down, and then prepare for an event the next day.

Commissioner Halik inquired if Northwestern has considered a parking garage on the west parking lot. Mr. Polisky responded that he is not sure the neighbors would like that option. Have worked with Canal Shores to find additional parking; do provide shuttle service from other campus parking garages.

Chair Lewis then explained that neighbors within a certain radius of the site are able to submit a request for continuance of this agenda item and reasons why a request could be submitted.

Ms. Judy Berg stated her request for a continuance and presented her written request. Several other people expressed intention to submit requests.

Mr. DuBose stated that it would be beneficial to gather all of the requests to be submitted.

Gary Kull stated his request for a continuance explaining that he did not receive notice and did not have adequate time to prepare a response to Northwestern’s presentation.

Laurie McFarland stated that many residents did not see the revised proposal as it was presented two days before the meeting and were told there may be additional revisions. Residents wish to show effects on businesses and the surrounding community.

Mr. DuBose then cited Article 13 (E) of the Plan Commission’s Rules and Procedures regarding who is able to request continuances and the purpose of them. He confirmed that the distance requirement applies to residents north of Isabella. He asked that residents state that they wish to rebut testimony that has been presented.

Chair Lewis confirmed that the item would be heard at the August 28, 2019 meeting. Ms. Jones stated that the regular meeting is scheduled on September 11, 2019; the August 28th meeting is a special meeting that will occur at the same time and location.
Chair Lewis opened the hearing up to comments from the public. A total of 6 people spoke with the following comments:

- Lynn Troutman stated there has been conflation of events and locations, that there will be 6 or 7 events of a different nature which potentially changes effects. She also does not want the risk of events changed from Welsh-Ryan Arena to Ryan Field and asked why the property is being rezoned. Chair Lewis stated that the property is not being rezoned.

- Mark Sloane of the Central Street Neighbors Association stated that the Alderman should be here on behalf of residents and that when he was on a City Committee, no items were heard in August. Asked if information could be provided on the special events and that it is clear they could be anywhere in the U2. He then asked what the Special Events Committee is and if only the multi-day event would be approved by Council. Ms. Jones stated that the Committee is a staff Committee not an elected Committee. The special events could be reviewed by Council or the Special Events Committee. Mr. DuBose added that the Council approves many special events. He will include the list of events that the Council approves. Mr. Sloane expressed that the proposed change is changing the nature of events, not the number of events.

- Andy Berman asked for clarification on how many additional events have been put on under the current code, why Welsh-Ryan Arena is not named instead of 7,000 attendees and if legal counsel was used in that decision. Mr. Polisky responded that there is usually one additional event. There was a recent student run concert with Carly Rae Jepsen. Dave Davis added that using 7,000 attendees was more consistent with the current language within the code and did not want to create any issues with stating a specific event, would be open to amending code to read as an indoor event as mentioned by Commissioner Isaac.

- Yvi Russell inquired if there would be notice for the August 28th meeting. Chair Lewis responded that since this item is being continued there would not be additional notice sent out for the next meeting.

- Matthew Grayson asked if any income would be obtained from television rights and if any effort would be made to ensure no conflicts with City events. Mr. Polisky stated that he was unsure about the additional revenue streams and television rights and it would likely depend on the type of the event. Would expect revenue from ticket and concession sales. Northwestern would like to coordinate as much as possible with the City and do whatever they can.

- Joyce Weinzbizki asked if Northwestern would host their own type of food as a lot of money is not seen by local businesses. Mr. Polisky stated that concessions would be sold as is currently done and he has heard from local businesses that many attendees patronize the area restaurants.

- Andrea Verseny asked if there would be any restrictions placed on set up and cleaning. Mr. Polisky stated that the University would abide by the 11:00pm noise ordinance and that an area has been carved out for additional storage. The University would work to coordinate and ask that clean-up and set-up
happen at more appropriate times. Chair Lewis then stated that the noise ordinance does reference a morning time.

Commissioner Isaac made a motion to continue this item to the August 28, 2019 Plan Commission meeting. Commissioner Goddard seconded the motion. A voice vote was taken and the motion passed, 6-0.

Ayes: Dubin, Goddard, Halik, Isaac, Lewis, Sloss
Nays:

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

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

A voice vote was taken and the motion was approved by voice vote 6-0.

The meeting was adjourned at 10:48 pm.

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

**Please note a Scrivener’s error made on page 10 was corrected on 9/6/19 after the Plan Commission approved the minutes on 8/28/19.**
Impact of the U2 Zoning Text Amendment
(Item #: 19PLND0032)
on Residents in the Surrounding Neighborhood

Presented at the City of Evanston Plan Commission Meeting
on September 11, 2019
Asbury-Northwestern Neighbors

- Asbury-Northwestern residential area has 76 single family homes (yellow shading)
- 61 persons in this area signed a petition opposing the proposed text amendment
- Distances from the perimeter of the U2 zoning district are 0 - 540 feet
Northwestern - Chicago’s Big Ten Team
Google Satellite Map Legend

- **-big 10 basketball arena**
- **1000-foot perimeter distance from arena**
- **single-family residential area**
- **arena parking (off-street lot or structure)**
Breslin Center (Michigan State)

- Distance to closest single-family home = 1,000 feet
- Ample off-street parking
- Numerous 4-lane access roads
- No need for vehicles to enter residential neighborhoods
Crisler Center (Michigan)

- Distance to closest single-family home = 1,050 feet
- Two 4-lane access roads
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
- No for-profit events held here
Xfinity Center (Maryland)

- Distance to closest single-family home = 1,220 feet
- Expressway and 4-lane access road
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
Pinnacle Bank Arena (Nebraska)

- Distance to closest single-family home = 1,600 feet
- Adjacent to expressway and 4-lane access roads
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
- Distance to closest single-family home = 1,600 feet
- Two 4-lane access roads
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods

Rutgers Athletic Center (Rutgers)
Simon Skjot Assembly Hall (Indiana)

- Distance to closest single-family home = 2,000 feet
- 4-lane access roads on 3 sides of arena
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
Kohl Center (Wisconsin)

- Distance to closest single family home = 2,050 feet
- 4-lane access roads on 2-3 sides of arena
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
Schottenstein Center (Ohio State)

- Distance to closest single-family home = 2,320 feet
- Surrounded by expressway and multiple 4-lane access roads
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
- Distance to closest single-family home = 2,500 feet
- 4-lane access roads on 3 sides of arena
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
State Farm Center (Illinois)

- Distance to closest single-family home = 2,800 feet
- Multiple 4-lane access roads surrounding the arena
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
Bryce Jordan Center (Penn State)

- Distance to closest single-family home = 3,570 feet
- Multiple access roads
- Ample off-street parking
- No need for vehicles to enter residential neighborhoods
Carver-Hawkeye Arena (Iowa)

- Distance to closest single-family home = 730 ft
- 31 single-family homes within 1000 feet
- Multiple 4-lane access roads
- Ample off-street parking
- Neighborhood is separated and protected from event traffic by major highway and railroad line
Mackey Arena (Purdue)

- Distance to closest single-family home = 320 feet
- 79 single-family homes within 1000 feet
- 4-lane arterial access road adjacent to arena
- Some vehicles could enter the adjacent neighborhood (but there is ample off-street parking)
- No for-profit events held here
Welsh-Ryan Arena (Northwestern)

- Distance to closest single-family home = 410 feet
- 225 single-family homes within 1000 feet of arena
- 10 multi-family residential buildings within 1000 feet of arena
- Extremely limited access roads and off-street parking
- Numerous vehicles routinely enter and park in residential neighborhoods
U2 Zoning District (Northwestern)

- 520 single-family homes within 1000 feet of U2 zoning district
- 21 multi-family residential buildings within 1000 feet of U2 zoning district

U2 district boundary

1000 feet from U2 district
1000 Foot Perimeter From U2 Zoning District

342 Evanston residents here signed the opposing petition
# Summary of Residential Proximity for Big 10 Arenas

<table>
<thead>
<tr>
<th>Name of University</th>
<th>Number of Single-Family Residences Within 1000 Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska</td>
<td>0</td>
</tr>
<tr>
<td>Rutgers</td>
<td>0</td>
</tr>
<tr>
<td>Indiana</td>
<td>0</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>0</td>
</tr>
<tr>
<td>Ohio State</td>
<td>0</td>
</tr>
<tr>
<td>Minnesota</td>
<td>0</td>
</tr>
<tr>
<td>Illinois</td>
<td>0</td>
</tr>
<tr>
<td>Penn State</td>
<td>0</td>
</tr>
<tr>
<td>Michigan State</td>
<td>0</td>
</tr>
<tr>
<td>Michigan</td>
<td>0</td>
</tr>
<tr>
<td>Maryland</td>
<td>0</td>
</tr>
<tr>
<td>Purdue</td>
<td>79</td>
</tr>
<tr>
<td>Iowa</td>
<td>31</td>
</tr>
<tr>
<td>Total (Excluding NU)</td>
<td><strong>110 (total)</strong></td>
</tr>
<tr>
<td>Northwestern</td>
<td><strong>225</strong></td>
</tr>
<tr>
<td>Northwestern</td>
<td><strong>520</strong></td>
</tr>
</tbody>
</table>

From the perimeter of Welsh-Ryan Arena

From the perimeter of the U2 zoning district
Number of Welch-Ryan Arena Parking Spaces (1,359)

- 457 Spaces in East Ryan Lot
- 902 Spaces in West Ryan Lot

Arena Seats Per Parking Space

\[ \frac{7039}{1359} = 5.2 \]
# Summary of Parking for Big 10 Arenas

<table>
<thead>
<tr>
<th>Name of University</th>
<th>Seating Capacity (basketball games)</th>
<th>Number of Paved Off-Street Parking Spaces</th>
<th>Number of Arena Seats Per Parking Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska</td>
<td>15,500</td>
<td>8,300</td>
<td>1.9</td>
</tr>
<tr>
<td>Rutgers</td>
<td>8,000</td>
<td>4,300</td>
<td>1.9</td>
</tr>
<tr>
<td>Indiana</td>
<td>17,222</td>
<td>5,300</td>
<td>3.2</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>17,142</td>
<td>6,000</td>
<td>2.9</td>
</tr>
<tr>
<td>Ohio State</td>
<td>18,809</td>
<td>7,000</td>
<td>2.7</td>
</tr>
<tr>
<td>Minnesota</td>
<td>14,625</td>
<td>12,300</td>
<td>1.2</td>
</tr>
<tr>
<td>Illinois</td>
<td>15,500</td>
<td>5,100</td>
<td>3.0</td>
</tr>
<tr>
<td>Penn State</td>
<td>15,261</td>
<td>6,700</td>
<td>2.3</td>
</tr>
<tr>
<td>Purdue</td>
<td>14,804</td>
<td>4,800</td>
<td>3.1</td>
</tr>
<tr>
<td>Iowa</td>
<td>15,055</td>
<td>5,800</td>
<td>2.6</td>
</tr>
<tr>
<td>Michigan State</td>
<td>15,000</td>
<td>4,700</td>
<td>3.2</td>
</tr>
<tr>
<td>Michigan</td>
<td>12,707</td>
<td>4,100</td>
<td>3.1</td>
</tr>
<tr>
<td>Maryland</td>
<td>17,950</td>
<td>6,100</td>
<td>2.9</td>
</tr>
<tr>
<td>Northwestern</td>
<td>7,039</td>
<td>1,359</td>
<td>5.2</td>
</tr>
</tbody>
</table>

2.6 (average)
# Analysis of Parking Lot Capacity for Welsh-Ryan Events

<table>
<thead>
<tr>
<th></th>
<th>If 100% of Attendees Drive to Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendees Per Event</td>
<td>7,039</td>
</tr>
<tr>
<td>Parking Spaces Needed</td>
<td>2,346 - 2,707</td>
</tr>
<tr>
<td>(2.6 - 3 persons/vehicle)</td>
<td></td>
</tr>
<tr>
<td>Parking Spaces Available</td>
<td>1,359</td>
</tr>
<tr>
<td>(East + West Ryan Lots)</td>
<td></td>
</tr>
<tr>
<td>Parking Space Deficit</td>
<td>987 - 1,348 **</td>
</tr>
</tbody>
</table>

** Assumes that every parking spot is available for event patrons. No spots would be used by hospital employees, residents, contractors, NU staff/faculty, etc.
Analysis of Parking Lot Capacity for Welsh-Ryan Events

<table>
<thead>
<tr>
<th></th>
<th>If 100% of Attendees Drive to Events (worst case scenario)</th>
<th>If 80% of Attendees Drive to Events (best case scenario)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendees Per Event</td>
<td>7,039</td>
<td>7,039</td>
</tr>
<tr>
<td>Parking Spaces Needed (2.6-3 persons/vehicle)</td>
<td>2,346 - 2,707</td>
<td>1,877 - 2,166</td>
</tr>
<tr>
<td>Parking Spaces Available (East + West Ryan Lots)</td>
<td>1,359</td>
<td>1,359</td>
</tr>
<tr>
<td>Parking Space Deficit</td>
<td>987 - 1,348 **</td>
<td>518 - 807 **</td>
</tr>
</tbody>
</table>

** Assumes that every parking spot is available for event patrons. No spots would be used by hospital employees, residents, contractors, NU staff/faculty, etc.
# Analysis of Parking Lot Capacity for Welsh-Ryan Events

<table>
<thead>
<tr>
<th></th>
<th>Parking Ratio = 2.6</th>
<th>Parking Ratio = 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Spaces Available (East + West Ryan Lots)</td>
<td>1,359</td>
<td>1,359</td>
</tr>
<tr>
<td>Maximum Number of Event Patrons Until Parking Spaces Are Full</td>
<td>~3,533</td>
<td>4,077</td>
</tr>
</tbody>
</table>
Actual Events in U2 District With 3,500+ Attendees (in 2019)

- NU Men’s Basketball (18 games; 18 days of events)
- High School Graduations (3 graduation ceremonies; 2 days of events)
- NU Graduations (6 graduation ceremonies; 2 days of events)
- Temporary Events (0 events)

TOTAL (22 days of events)

NOTE: Excludes 7 football games with attendance up to 47,130 each
Proposed Events in U2 District With 3,500+ Attendees

- NU Men’s Basketball (18 games; 18 days of events)
- High School Graduations (3 graduation ceremonies; 2 days of events)
- NU Graduations (6 graduation ceremonies; 2 days of events)
- Temporary Events (proposed; 13 days of events)

TOTAL (35 days of events)  +59% increase

NOTE: Excludes 7 football games with attendance up to 47,130 each
The Surrounding Neighborhood (2700 block of Asbury)

- Narrow two-way street with residential parking on both sides
- Passage for single lane only
- Emergency vehicle response time is elevated because of narrow passage
The Surrounding Neighborhood (Central Street)

- Single lane in each direction
- Busy east-west road with parking on both sides
- Used by emergency vehicles from 2 fire stations and for access to Evanston Hospital emergency room
- Used for daily work commute by employees at Evanston Hospital, small businesses, and several schools
ETHS Commencement in Welsh-Ryan Arena
(~5,000 attendees on June 2, 2019)
Additional Impacts to Immediately Abutting Neighbors

- Loud noise disturbances during event set-up and clean-up (often before 7 am and after 11 pm):
  - Motorized carts, tractors, and trailers
  - Vehicle backup beep-alarms
  - Idling buses
  - Weekly porta-bathroom servicing (deafening vacuums at 2-4 am)
How Welsh-Ryan Events Affect Residential Quality of Life

IMPACTS BEFORE PROPOSED AMENDMENT

- The neighborhood and its infrastructure already has a very difficult time coping with existing permitted events with large crowds at Welsh-Ryan
  - Extreme traffic congestion causes unreasonable and significant delays for residents to perform routine errands
  - Numerous vehicles regularly use residential side streets to try to bypass delays on Central Street
  - Spectators then park on neighborhood streets, depriving residents from parking near their homes
  - Safety of residents is compromised by making it more difficult for emergency vehicles to carry out their function

IMPACTS AFTER PROPOSED AMENDMENT

- Adding 13 days of professional / commercial events (temporary uses) would cause:
  - More frequent, intense, and unpredictable traffic jams and parking difficulties
  - Increased neighborhood pedestrian traffic, noise, litter, and public urination would be unavoidable consequences due to the huge crowds that would attend
  - Additional noise disturbances and visual impact on immediate neighbors due to setup, storage, and teardown activities (i.e. loading / unloading of stages, lighting, video, and sound equipment, etc.)
  - Possible further depreciation of property value
Title 6-15-7-1 of Evanston Zoning Code

“The U2 university athletic facilities district is intended to permit the utilization of university facilities within the district in a manner that is compatible with the surrounding development, which is predominantly residential.”
Title 6-15-7-2 of Evanston Zoning Code

"This Subsection provides standards to ensure that temporary uses shall not impose an undue adverse effect on neighboring streets or property."

Where is the evidence?
We respectfully request not approving the proposed U2 text amendment because it is not consistent with Title 6-15-1, Title 6-15-2, zoning amendment standards, and the Evanston Comprehensive General Plan

- Is not compatible with the overall character of the surrounding neighborhood, which is overwhelmingly residential
- Does not guard against spill-over nuisances into the residential neighborhood
- Detracts from the appealing character of our neighborhood, which will harm property values
- Intensifies the adverse effects of traffic and parking congestion
- Does not promote activities that help strengthen the community and quality of life
Community Contact:

p. 5. Quote: We 've made changes to our proposal based on residents' suggestions

p. 19 Quote: We will continue to talk to the neighbors. I mean that's why we are here. We would like to...continue to work with the residents.

Question: Have you talked to the neighbors since your community meeting with them over 37 days ago? In only three community gatherings and one City session and over almost 5 months have you worked with us or just presented your proposals?

We clearly asked you over and over again for you not to try to change the zoning ordinance.

On two of the 5 proposals to the city you clearly specified for profit events and professional sports events limited to the size of any U2 venue, thus up to 47,000. There is more than one precedent in the past where NU has tried to achieve that goal.

Question: Aren't your proposed changes in fact not compromises but part of an adaptive strategy to best achieve your underlying long term goal, that is to subvert once and for all the zoning ordinance governing the U2 district?
5. Food venues

p. 21 Quote: based upon the feedback that we received from a lot of our local businesses, there’s still some nice patronage because a lot of our customers don’t want to spend the money on a hotdog or a thing of nachos, they’d rather enjoy a nice meal at one of the great restaurants in Evanston.”

Questions

a. Do you have data supporting this feedback? Is this hearsay?
b. Do you have data confirming that local restaurants don’t have equally nice patronage on weekends without NU events?
c. Do you have data to confirm that patronage on NU events date is entirely due to the NU event?

Re hot dogs and nachos:

Premise: your Arena’s concession points-of-sale increased from eight to 36, as of January 2019.

Questions

a. Do your venues food selections include among other items: Pizza, Walking Taco, brisket, pork and Black Bean burgers, Italian beef and other sandwiches, chili, baked potatoes, garlic Parmesan fries, polish sausages, BBQ Pork, BBQ chicken and an assortment of dessert options?
b. Have you signed a long term contract with the nationally renowned Levy Co. and their subsidiary Compass group to provide concessions and premium hospitality at your venues, beside your other campus facilities?
c. Will your exclusive Wilson Club, which serves 700 spectators free gourmet food & drinks, before, during and after games, be available for high donors at the proposed events?
Re. conflict with other City events

p. 21 Quote: *As it relates to avoiding other significant Evanston events, we certainly endeavor to do so*

Question: What is your definition of significant? Are the Evanston Symphony concerts or the Armenian picnic considered significant?

p. 21 Quote: *We don't always have the ability to pick and choose, as you can imagine with our 19 programs and 6 programs.... there's going to be very few windows where there's going to be open Friday, Thursday or Saturday.*

Question: A. is the schedule of the proposed acts usually determined by the artist and/or promoter?
B. Is the schedule of a 7 days nationally recognized tournament usually determined by its sponsor?
C. Would NU have any better ability to pick and choose than the amateur athletic events for which you already NU has so very few windows?
Different acts in one day

p. 9. paraphrase: on the same day we don’t have two large events in the stadium or in the Arena. To make your point you talk about breakdown and set up times, i.e Friday night vs Saturday morning.

3 premises:

1. Your proposal asks for 30 minutes break-down time.

2. the U2 in fact has annual events that occur in the same day, twice a year: the first: two high school graduations at the Stadium, the second, NU’s convocation and graduation, one at the Stadium and the other at the Arena.

C. A&O Blow Out concerts have included different acts in one event.

Question: Is it possible for a single one day event to include two Acts? Would the proposed ordinance allow, i.e, the BLOW AWAY concert with two acts, and the two acts are then presented with an interlude of a few hours, in the same venue or even in two different venues, with both acts together reaching a total of 7000 attendees?

The 7000 figure in the proposal uses he singular noun for “the seven day multiday event”. We assume it is not 7000:7 days, ergo only 1,000 attendees per day.

Question: Wouldn’t the same formula apply to the single day BLOW AWAY event, whereby each of the two acts forming the event could each have up to 7000 attendees?
Number of events, size of events

p. 6 Quote: *We ask for 6 ADDITIONAL events annually plus one multi-event*

You stated that in the last decade.....

p.19 “We generally have had one additional event... the students they have had a concert there, generally once a year or so.

Premise: The A&O concerts have been very small in recent years, about 2000. The 2018 Carly Ray Jepsen concert had 1700 attendees. The 1916 concert did not have much attendance.

Question: The student concerts you refer to, which are not even held every single year, aren’t they in fact the same as the Fall A&O student concerts listed in your chart of annual events? They are in fact NOT temporary events.

Question: Over the last one or even two decades, how many ACTUAL temporary events with a crowd size larger than 2 or 3000 have you held at the U2?

Question: What is the actual number of seat kills you had for the Arena’s concerts? 1000, 500? 200? Less?

Re. You quote a figure of 1500 attendees for the tennis 7 day event.

Question: 1500 per day? 1500 per session and two or more sessions per day?

The tennis events that either took place or were proposed in the past were much larger events, up to 7000 people.

Question: Can the 7 day event be any type of event? Does the proposal allow you to hold a 7 day event with a daily attendance of 7000 people?
Ticket sales

**Question:** Would any tickets to the events be sold at the door?

p. 4 Quote “would offer a pre-sale simply to Evanston residents prior to going on any general sale for an event, with the hope that we would actually sell it out with just Evanston residents and not even have to go on a public sale; that’s not the intent.

p. 7 Quote: “and hopefully we’re bringing in thousands of people during the course of these shows that haven’t been to Evanston before, and they enjoy some restaurants and they maybe staying at the hotel and they do a variety of other things.

**Question:** which of these two statements is true? The ordinance specifically states: Community and cultural events intended primarily for residents of the City. The Oxford Dictionary, defines primarily as predominantly, not partly

2. SUNSET CLAUSE

p. 5 Quote: *We recommended to include a sunset provision as a show of faith that we are intent to prove ourselves to our neighbors nearby. We simply want the chance to deliver on our commitment*

p. 7 Quote  *I have no idea if we’re going to be able to secure substantial type of acts, Initially*

The first two years therefore, would not be indicative of the full residential impact of proposed events

Although neighbors not in favor of any sunset clause, would you, as a far better show of faith to us follow the example of previous sunset provisions in NU past negotiations with the City.

Within 60 days after the 2 year expiration of this proposed text amendment AND within 60 days for each year thereafter, Nu shall submit to the city’s Director of Community Development a written report fully describing the impact of all temporary events on the surrounding neighborhood and evaluating NU’s performance and/or compliance with the special use zoning standards. During that same (60) sixty day period, the Director of Community Development will solicit comments and input from neighborhood residents. NU’s report and any information from residents will be forwarded to the City Council for its review.
NU Proposal to Amend U-2 District Zoning

Andrea Versenyi <versenyi@gmail.com>
To: mmjones@cityofevanston.org, shagerty@cityofevanston.org, jfiske@cityofevanston.org, pbraithwaite@cityofevanston.org, mwynne@cityofevanston.org, cdalman@cityofevanston.org, rsmmons@cityofevanston.org, tsulliman@cityofevanston.org, eelizabeth@cityofevanston.org, erainesby@cityofevanston.org, cfeinberg@cityofevanston.org, dreid@cityofevanston.org, dave.davis@northwestern.edu, polisky@northwestern.edu
Cc: Lauree Davies <lwconant2720@comcast.net>

Sun, Sep 8, 2019 at 11:42 AM

Dear Members of the Planning Committee and City Council:

I am writing to you with concerns regarding noise generated at Northwestern events held in the Ryan Field area. My property abuts the west parking lot and is exactly halfway between Central and Isabella Streets. At the last Planning Committee meeting where this proposal was discussed, I questioned the NU representative, Mike Polisky, about provisions NU would make to curb noise levels before, during and after events. At the meeting, and during a conversation we had afterward in the parking lot, Mr. Polisky was cordial, apologetic about current noise levels and expressed some surprise at how clearly set-up noises carried into the neighborhood. He affirmed NU’s intent to be a good neighbor.

Five days later, I was awakened at 4:50 am by noise from the arena area. Two large roofing trucks were idling, a small bulldozer was moving dirt and a crew of construction workers were yelling directions to each other over the noise. This continued unabated until I left for work at 7:30, making it impossible to return to sleep. When I emailed a NU representative about this later in the day, attaching photo documentation, I received a prompt and considerate response stating that steps would be taken to ensure this did not happen again.

While I truly believe that the representatives from Northwestern were sincere in their apologies and that their intent is to support their hard-working student athletes rather than to harass neighbors, I also believe that it is, at best, wishful thinking on their part to posit that they can control noise levels. The revision to their proposal states that set-up/take-down for professional events can start as early as 6:30 am and extend as late as 11:30 pm. The extension of the limits for noise over and above what currently exists in City Code is less concerning than the absolute lack of control NU has over the noise levels.

Currently, for 11 am football games, the parking lot opens to tailgaters at 7 am and set-up begins as early as 3-4 am on game days. Parking lot personnel, cone trucks, stadium trucks are all clearly audible even when my bedroom windows are closed.

If NU is unable to manage noise from its own events and its own contracted workers in a responsible manner, how much less control will they have over set-up crews for events which they do not control? I encourage you to disallow the proposed amendment to the zoning; however, should you choose to approve it, I strongly encourage you to attach significant consequences to such approval. Absent penalties or fines of a severity to make it unprofitable for NU to breach its contract, it will continue to be the route of least resistance for NU totransgress and apologize later than to follow both the spirit and the letter of its agreement with the City and its residents.

Thank you for your consideration.

Sincerely,

Andrea Versenyi
2647 Eastwood Avenue
Evanston, IL 60201
Northwestern Zoning

1 message

Mari Notice <maria@notices-hs.com>
To: mmjones@cityofevanston.org

Meagan,
I would like to have the following letter included in the packet that Plan Commission receives regarding the proposal. We have many members quite concerned and coincidentally have a meeting scheduled the same night so no one can attend.
Mari

September 4, 2019
To: Plan Commission Members
From: Central street Business Association (CSBA)

Central Street with it's close proximity to Northwestern, especially their athletic facilities, is impacted by nearly everything that takes place at the facilities. The CSBA works with the city to try to minimize the negative impact of home football games on parking while recognizing that these events also support businesses, namely the restaurants. Unfortunately the football game attendees have demonstrated that patrons coming to events from out of town don’t care about getting tickets: so they park anywhere and everywhere and take their chances.

Because of the diversity of businesses on Central Street the CSBA has not taken a formal vote in either support or lack thereof for this proposal; however, over fifty businesses have signed a petition against the proposal. This number represents well over half the businesses in the district. The reasons cited for signing the petition are parking concerns, lack of clarity on what/when the events will be and the knowledge of history which has shown that through the years activities at the athletic facilities have a modify a negative impact on the business district. It should be noted that the people that spoke about parking concerns included the inherent traffic problems that would be exacerbated by the influx of so many cars.

We hope members of the commission will take these concerns into account as you work to determine the best course of action for everyone.
Re: Proposed zoning ordinance text amendment pursuant to City Code Title 6, Zoning, to section 6-15-7-12 of the zoning ordinance to revise permitted uses of the U2 District

Christina Brandt <cmbrandt73@gmail.com>  
Fri, Sep 6, 2019 at 4:59 PM

To the City Council and Plan Commission,

re. Proposed zoning ordinance text amendment pursuant to City Code Title 6, Zoning, to section 6-15-7-12 of the zoning ordinance to revise permitted uses of the U2 District

I am writing to you as a 14 year 7th Ward resident and parent of school-aged children. I am strongly opposed to granting Northwestern University’s request to allow non-collegiate, for-profit events in the Welsh-Ryan Arena and surrounding structures. I am writing also as a previous resident of other Big 10 communities which include: Madison, Wisconsin, Iowa City, Iowa, Ann Arbor, Michigan, and now Evanston, Illinois. By far the most contentious and least cooperative relationship between city and university is here between Northwestern University and the city of Evanston. There is a long history of actions by the university which were suspect and not transparent. As a result, the request for a zoning amendment unearths deep suspicion on the ultimate goal of this request far exceeding their stated purpose.

I would like to make it clear that I am not writing in opposition to the city finding alternate ways to generate revenue. However, the zoning ordinance text amendment has direct negative impacts to the residents living in close proximity the NU property. The parcel in question is bordered on all four sides by neighborhoods. These neighborhoods include residents of all ages seeking to enjoy their streets, sidewalks, and parks with a known and acceptable noise level, traffic pattern and visitor to resident ratio. A change in zoning dramatically impacts the quality of life for city residents and poses safety challenges with crowds, and possible introduction of alcohol under separate topic. The zoning restrictions provide the tax paying residents some degree of certainty in trusting the manner of use of the land around their owned property.

There are no benefits to cite that offset the negative impacts on the Evanston neighbors. Please vote NO to amend the ban on commercial for-profit events in our neighborhood for the following reasons:

- Parcel in question borders neighborhoods on all four sides
- Other Northwestern owned property which is not bordered by neighborhoods on all sides should instead be explored (Lakefront property possibly?)
- The language of their proposal does not specifically identify Welsh-Ryan Arena and opens a risky precedent for larger events at other venues such as Ryan Field.
- The language in their proposed amendment asks for a two year trial period which does not allow for resident /public comment after the two year period.
- A plethora of entertainment options already exist for Evanston residents:
  - City Centers theatre productions
  - Evanston SPACE music events
  - Chandler Lawn events
  - Northwestern theatre events
  - Evanston ROCKS
  - Mudlark Theatre
  - ETHS Theatre
  - ETHS music concerts
  - Evanston Symphony
  - Northwestern symphony events
  - Chicago in close proximity
  - Ravinia in close proximity
  - Concerts in the parks
  - Seasonal festivals

If you choose to support the change in the zoning ordinance, then please be prepared to explain why you voted differently than your predecessors on this immensely important matter.

Kind regards,

Christina Brandt
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Melissa Klotz, Zoning Administrator
CC: Johanna Leonard, Director of Community Development; Scott Mangum, Planning and Zoning Manager
Subject: Ordinance 127-O-19, Map Amendment to rezone 951-1125 Howard St. from C1 Commercial to B2 Business
Date: October 28, 2019

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 127-O-19 granting a map amendment to rezone the properties located at 951-1125 Howard St. from the current C1 Commercial District to the B2 Business District. The request meets the standards for a map amendment.

Council Action:
For Action

Summary:
The block of Howard St. from Ridge Ave. west to Barton Ave. (951-1125 Howard St.) is currently zoned C1 Commercial. The C1 District’s Purpose Statement is:

The C1 commercial district is intended to provide appropriate locations for contemporary shopping developments. Uses such as commercial strips and shopping centers, characterized by large parking areas and multiple tenants shall be encouraged. The C1 district will allow front yard parking but only with appropriate boundary landscaping.

The C1 District is intended for small to moderate sized development with automobile-oriented sites. The District allows for uses that are sometimes considered nuisances to residences (such as automobile (gas) service stations, automobile repair establishments, and wholesale establishments), therefore the C1 District does not allow for residential units.

This portion of Howard St. is surrounded by the B3 Business District east of Ridge Ave., and the B2 Business District west of Barton Ave. The south side of the street is within the City of Evanston.
Chicago and features a variety of commercial/mixed-use zoning (that does allow residential units). The block proposed for rezoning abuts an alley to the rear (north) and then the R2 Single Family Residential District following the majority of the block (20 homes) and a small amount of R5 General Residential District zoning (one condo building and one apartment building).

In past decades, the existing C1 District was appropriate zoning for the area. However, trends now show automobile usage in urban environments is on the decline, and instead residents prefer to live near or within walkable commercial corridors. Commercial corridors that allow mixed-use buildings where residential units are typically located above ground-floor commercial uses tend to be more vibrant and healthy commercial corridors due to the increased number of residents who patronize the surrounding businesses regularly. Residential units in commercial corridors also add more "eyes on the street" which discourages crime and vandalism.

City staff recommends a map amendment to rezone the block to match the adjacent B2 Business District zoning to the west that stretches from Barton Ave. west almost to Ashland Ave. This adjacent B2 District is similarly situated with larger surface parking lots in front yards, uses that may be considered nuisances to adjacent (existing) residences, and smaller buildings that do not serve the highest and best land use possible. The B2 District's Purpose Statement is:

(A) The B2 business district is designed to accommodate and encourage the continued viable use of older, pedestrian oriented shopping areas found throughout the City primarily at arterial roadway intersections and, in some cases, near mass transit facilities. This zoning district encompasses the City's oldest shopping areas whose pedestrian orientation and character it wishes to preserve.

(B) These shopping and business areas are primarily neighborhood oriented, however, they can also accommodate specialty stores and service facilities that service a larger market area. The established physical pattern of the district is typically buildings built to the front lot line and continuous bands of storefronts. The provisions of this district are intended to maintain pedestrian character.

(C) Uses in the B2 district may include businesses catering to the daily shopping needs of neighborhood residents, specialty stores that provide retail opportunities that have broader market appeal, retail service uses and professional service uses, offices and financial institutions without drive-up facilities. No individual use in this district should exceed twenty thousand (20,000) square feet in size.

Both the existing adjacent B2 District as well as the block proposed for rezoning feature properties ready for redevelopment, and staff has recently fielded a variety of inquiries regarding redevelopment of the area that includes mixed-use buildings with residential units. One such proposal is a request for a Planned Development at 999-1015 Howard St. to expand the existing CJE facility (1015 Howard St.) with a new 4-story primarily affordable multiple family residence with 60 dwelling units. The CJE Planned Development is currently undergoing staff review and is anticipated to proceed through the Planned Development process and Plan Commission this fall or winter of 2020. The CJE Planned Development is
not possible unless the subject properties are rezoned. However, City staff feels it is appropriate to rezone the entire block to encourage redevelopment of the block and to reap the benefits of mixed-use development.

Since the block abuts an alley and then residential districts with primarily single family residences to the north, it is extremely important to consider the impact of any zoning change. In this case, perhaps the most important aspects of zoning are the regulations for building height and rear yard setbacks. When comparing the existing C1 District regulations to the proposed B2 District regulations, the maximum allowed building height does not increase, and the minimum rear yard setback abutting a residential district does not decrease. Building height in the C1 District is allowed up to 45’ (or 60’ as a Planned Development) while building height in the B2 District is also allowed up to 45’ (or 57’ as a Planned Development). Both Districts require a 15’ rear yard setback when abuting a residential district, which is every property in this scenario (and including a 10’ landscape buffer as a Planned Development). Full comparison charts of zoning regulations for the existing C1 District and the proposed B2 District are attached.

Rezoning does mean that some uses that were previously allowed would no longer be allowed (so any such use would thereafter be considered legally nonconforming – no business would be required to close). However, on this block, the Pawnbroker Establishment at 959 Howard St. is the only use that is not an eligible use in the proposed B2 District (and it is not an eligible use in the existing C1 District either – the use is already legally nonconforming). All other existing businesses on the block (including Type 1 & 2 Restaurants, Convenience Store, Retail Goods and Services Establishments, Daycare Center – Adult, Drive-Through Facility, and Medical Offices) are eligible uses in the proposed B2 District. A full comparison chart of eligible permitted and special uses in the existing C1 District and the proposed B2 District are attached.

Overall, the change from the C1 District to the B2 District is minimal. Most eligible uses and building regulations remain the same or are slightly more strict, including building height and the rear yard setback when abutting residential districts. City staff provided outreach to the immediately affected area (951-1125 Howard St. and the block of Dobson to the north that abuts the shared alley) including a letter explaining the proposed rezoning and major implications, comparison of eligible uses, comparison of zoning regulations for structures, comparison of eligible Site Development Allowances for Planned Developments, and frequently asked questions regarding rezoning (all attached). All property owners within 500’ of the subject properties received public notice of the proposed change and Plan Commission public hearing (including properties in Chicago), and the Chicago 49th Ward Alderman’s Office has all documents on hand in the event Chicago residents reach out with questions. Staff is not aware of any opposition to the proposal.

Comprehensive Plan
The Comprehensive Plan specifically refers to the area on Howard St. just east of Ridge Ave. that is adjacent to the subject area, and states there is the need to “implement a comprehensive redevelopment strategy to enhance the vitality of that portion of the street...”. The proposed rezoning is a redevelopment strategy that will encourage revitalization of the block west of Ridge Ave. in the same manner.
The proposed rezoning is compatible with the overall character of existing development in the immediate vicinity by maintaining similar bulk structure and use regulations while also allowing mixed-use residential similar to development on the south (Chicago) side of Howard St. Therefore, and in conjunction with the continuation of the required 15’ rear yard setback when abutting a residential district, the rezoning will not have an adverse effect on the value of adjacent properties. Adequate public facilities and services are already available in the area.

Legislative History:
September 11, 2019 – The case was not heard and was continued to the September 25, 2019 Plan Commission meeting.

September 25, 2019 - The Plan Commission unanimously recommended approval of the proposed map amendment. Plan Commission Packet Link

Attachments:
Proposed Ord. 127-O-19 Map Amendment
Plan Commission Findings for Map Amendment
Draft Plan Commission Meeting Minutes Excerpt – September 25, 2019
AN ORDINANCE

Amending the Zoning Map to Rezone 951-1125 Howard Street
From the C1 Commercial District to the B2 Business District

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

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

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

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

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and
WHEREAS, on September 11, 2019, the Plan Commission held a public hearing, pursuant to proper notice, regarding case no. 19PLND-0080, to consider amendments to the Zoning Map, cited in Section 6-7-2 of the Zoning Ordinance, to place 951-1125 Howard Street from the C1 Commercial District to the B2 Business District. Prior to receiving testimony, the Plan Commission continued case no. 19PLND-0080 to its meeting on September 25, 2019; and

WHEREAS, On September 25, 2019, the Plan Commission held a public hearing, pursuant to proper notice, regarding case no. 19PLND-0080, to consider amendments to the Zoning Map, cited in Section 6-7-2 of the Zoning Ordinance, to place 951-1125 Howard Street from the C1 Commercial District to the B2 Business District; and

WHEREAS, the Plan Commission received testimony and made findings pursuant to Subsection 6-3-4-6 of the Zoning Ordinance and unanimously recommended City Council approval thereof; and

WHEREAS, at its meeting of October 14, 2019, the Planning and Development Committee of the City Council considered and reviewed the findings and recommendation of approval of the Plan Commission in case no. 19PLND-0080 and recommended City Council approval thereof; and

WHEREAS, at its meetings of October 14, 2019 and October 28, 2019, the City Council considered and adopted the records and recommendations of the Planning and Development Committee; 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 found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit A and identified in Exhibit B, both attached hereto and incorporated herein by reference, from the C1 Commercial District and place them within the B2 Business District.

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

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

SECTION 5: 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: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2019
Approved:

Adopted: ________________, 2019
___________________________, 2019

Stephen H. Hagerty, Mayor

Attest:                 Approved as to form:

Devon Reid, City Clerk  Michelle L. Masoncup, Corporation
                        Counsel
# EXHIBIT A

Addresses and PINs of Properties Removed from the C1 Commercial District and Placed Within the B2 Business District

<table>
<thead>
<tr>
<th>Property Address</th>
<th>PIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>951-959 Howard St.</td>
<td>11-30-122-058-0000</td>
</tr>
<tr>
<td>999 Howard St.</td>
<td>11-30-122-053-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-052-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-051-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-050-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-049-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-048-0000</td>
</tr>
<tr>
<td>1015 Howard St.</td>
<td>11-30-122-047-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-046-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-045-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-044-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-043-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-042-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-057-0000</td>
</tr>
<tr>
<td>1029-1101 Howard St.</td>
<td>11-30-122-037-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-036-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-059-0000</td>
</tr>
<tr>
<td>1117 Howard St.</td>
<td>11-30-122-032-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-031-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-030-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-029-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-028-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-027-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-026-0000</td>
</tr>
<tr>
<td></td>
<td>11-30-122-025-0000</td>
</tr>
<tr>
<td>1123-1125 Howard St.</td>
<td>11-30-122-024-0000</td>
</tr>
</tbody>
</table>
EXHIBIT B

Map of Properties Removed from the C1 Commercial District and Placed Within the B2 Business District
Proposed Map Amendment to Rezone
951-1125 Howard St.
(from Ridge Ave. west to Barton Ave.)

↑ from C1 Commercial District to B2 Business District
FINDINGS
FOR STANDARDS OF
MAP AMENDMENTS

In the case of

Case Number: 19PLND- 0080
Address or Location: 951-1125 Howard St.
Applicant: City of Evanston
Proposed Amendment: Rezoning from C1 Commercial to B2 Business

After conducting a public hearing on September 25, 2019, the Plan Commission makes the following findings of fact, reflected in the audio-visual recording of the hearing, based upon the standards for map amendments specified in Section 6-3-4-5 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Whether the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive General Plan, as adopted and amended from time to time by the City Council.</td>
<td><em>X</em> Met _ Not Met Vote 6-0</td>
</tr>
<tr>
<td>(B) Whether the proposed amendment is compatible with the overall character of existing development in the immediate vicinity of the subject property.</td>
<td><em>X</em> Met _ Not Met Vote 6-0</td>
</tr>
<tr>
<td>(C) Whether the proposed amendment will have an adverse effect on the value of adjacent properties.</td>
<td><em>X</em> Met _ Not Met Vote 6-0</td>
</tr>
<tr>
<td>(D) The adequacy of public facilities and services.</td>
<td><em>X</em> Met _ Not Met Vote 6-0</td>
</tr>
</tbody>
</table>
and, based upon these findings, and upon a vote

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>in favor</td>
<td>0 against</td>
</tr>
</tbody>
</table>

Recommend to the City Council

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>approval without conditions</td>
</tr>
<tr>
<td></td>
<td>denial of the proposed rezoning</td>
</tr>
<tr>
<td></td>
<td>approval with conditions</td>
</tr>
</tbody>
</table>

**Attending:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Jennifer Draper</td>
</tr>
<tr>
<td>X</td>
<td>Colby Lewis</td>
</tr>
<tr>
<td>X</td>
<td>George Halik</td>
</tr>
<tr>
<td></td>
<td>John Hewko</td>
</tr>
<tr>
<td></td>
<td>Terri Dubin</td>
</tr>
<tr>
<td>X</td>
<td>Carol Goddard</td>
</tr>
<tr>
<td></td>
<td>Peter Isaac</td>
</tr>
<tr>
<td>X</td>
<td>Andrew Pigozzi</td>
</tr>
<tr>
<td>X</td>
<td>Jane Sloss</td>
</tr>
</tbody>
</table>

**Vote:**

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Plan Commission Minutes 9/25/19

MEETING MINUTES EXCERPT

PLAN COMMISSION
Wednesday, September 25, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Carol Goddard, George Halik, Andrew Pigozzi, Jane Sloss

Members Absent: Teri Dubin, John Hewko, Peter Isaac

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Michelle Masoncup, Corporation Counsel

Presiding Member: Chairman Lewis

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: September 11, 2019

Minutes from the September 11, 2019 meeting will be reviewed at the next scheduled Plan Commission meeting.

3. NEW BUSINESS

A. Map Amendment
Howard Street Rezoning 19PLND-0080
A Zoning Ordinance Map Amendment pursuant to City Code Title 6, Zoning, to rezone properties located at 951-1125 Howard Street from the C1 Commercial District to the B2 Business District.

Mr. Mangum provided an overview of the proposed map amendment, describing the affected area and explaining the difference between the existing C1 zoning district and the B2 zoning district proposed.

Chair Lewis opened the hearing to questions from the Commission
Commissioner Sloss asked what the parking requirement change would be between the C1 and B2 districts. Mr. Mangum responded that there would be no change in that requirement as it is determined by the land use. He added that a mixed-use development has been proposed which necessitates the need for the rezoning. That development would come before the Plan Commission at a later date. Chair Lewis asked if that development would be allowed under the current zoning to which Mr. Mangum responded no, since it involved dwelling units which are not allowed in the C1 District.

Commissioner Pigozzi asked if any existing businesses would be affected unless they wanted to make a change to their space. Mr. Mangum responded no, any existing business not permitted under the new zoning would be legally nonconforming.

Chair Lewis asked if the existing businesses would be allowed to expand or improve their property. Mr. Mangum responded that it would depend on the use. If a special use a change to that special use would be needed. If legally non-conforming as the existing pawn shop would be, a major variation would be needed.

Commissioner Goddard inquired if there are any other C1 districts located on Howard Street. Mr. Mangum responded that there are two other areas along Howard Street with that zoning. Chair Lewis added that there are about a half-dozen C1 districts in the City as a whole.

Chair Lewis then opened the hearing to questions from the public. Hearing none, he then opened the hearing up to public testimony.

One person, Jenny Claro of Evergreen Real Estate Group, spoke on behalf of David Block who is working with CJE on a proposed 4-story mixed-use building which is currently under staff review. She stated she was in favor of the rezoning.

Chair Lewis then closed the public hearing and the Plan Commission began deliberations.

Commissioner Goddard expressed that she thinks the map amendment is an excellent idea and that Howard Street has made strides and this is an outflow of that.

Commissioner Draper stated that the existing zoning district was created more to permit shopping centers and that the proposed change is better suited for the street.

The Commission then reviewed the standards for approval of amendments and agreed that each standard is met.

**Commissioner Goddard made a motion to recommend approval of the zoning ordinance map amendment for the rezoning from C1. Commissioner Pigozzi**
seconded the motion. A roll call vote was taken and the motion passed, 6-0.

Ayes: Draper, Goddard, Halik, Lewis, Pigozzi, Sloss
Nays:
Memorandum

To: Honorable Mayor and Members of the City Council
From: Meagan Jones, Neighborhood and Land Use Planner
CC: Johanna Leonard, Community Development Director; Scott Mangum, Planning and Zoning Manager
Subject: Ordinance 126-O-19 Allowing Cannabis Dispensaries in Certain Zoning Districts
Date: October 28, 2019

Recommended Action:
Plan Commission and staff recommend adoption of Ordinance 126-O-19 - Allowing Cannabis Dispensaries in Certain Zoning Districts. This ordinance will update the Zoning Ordinance to create a definition for a cannabis dispensary business, establish applicable general provisions for cannabis dispensaries, including a 1500-foot separation requirement between dispensaries and a 750-foot separation requirement from schools, and amend the special uses in the Business, Commercial, Downtown, Research Park, and Special Purpose and Overlay zoning districts.

Council Action:
For Action

Summary:
Update from October 14, 2019 Planning and Development Committee Meeting
The Planning & Development Committee discussed the possibility of prohibiting Cannabis Dispensaries from locating in the business area near the Noyes Street CTA station with concerns over proximity to sensitive uses such as a preschool and community center. Subsequent staff research into the limitations of DCFS data to distinguish between daycares and preschools and conversations with members of the Committee regarding the purpose of the B1, Business Zoning District have led to an alternative to prohibit dispensaries within the B1 District. The B1 District is intended primarily for smaller neighborhood businesses. Should the City Council desire to approve this alternative with the exclusion of the B1 District, a motion should be made to amend Ordinance 126-O-19 to prohibit Cannabis Dispensaries in the B1 District. An alternative map excluding the B1 District is included as an attachment.

Background
As was presented at the City Council meeting on September 16, 2019, the Illinois General Assembly passed the Illinois Cannabis Regulation and Tax Act, which becomes effective on
January 1, 2020. This Act will legalize the possession and private use of cannabis for residents over the age of 21 from licensed dispensaries. The Act prohibits cannabis use in public places, schools, child care facilities and other locations but does not alter the Compassionate Use of Medical Cannabis Program passed in 2013. Under the new Act, local municipalities are able to permit and regulate cannabis related businesses through zoning restrictions provided they are “reasonable” and “not in conflict” with the Act. More specifically, municipalities can enact conditional (or special) use permits “governing the time, place, manner, and number” of cannabis businesses.

PharmaCann, Evanston’s sole existing medical cannabis dispensary, was initially approved in 2015 as part of a lease agreement with the City for space located at 1804 Maple Avenue within the Maple Avenue Parking Garage. At that time the use was classified as an (medical) office use. It was also subject to distance requirements outlined within the Compassionate Use of Medical Cannabis Program Act, including being 1,000 feet from pre-existing public and private educational institutions, child daycare centers and daycare homes and could not be located within any dwelling unit, rooming unit or residentially zoned district. The State has since removed these distancing requirements for new medical cannabis dispensaries. PharmaCann has expressed its intention to pursue co-locating a recreational cannabis dispensary at its current site in accordance with the first wave of dispensaries allowed under the new Act.

A number of Illinois communities within the Chicago metropolitan area have considered or will be considering zoning changes and implications as they relate to cannabis uses. Currently, there are several municipalities that have prohibited cannabis uses, several who have voted to allow the use as of right or conditionally, and others that have created a moratorium on establishing cannabis uses until more information has been gathered on the Act’s implementation. A list of Illinois municipalities and their decisions regarding cannabis uses is attached.

Staff has begun to look at possible changes to the zoning code as they relate to cannabis related uses. It is the intention that a definition and regulations be established for dispensaries and that, in the future, additional definitions/regulations are considered as they relate to comprehensive cannabis uses (i.e. cannabis growers, infusers, processing organizations, transporters, etc.).

Proposal Overview
Staff is proposing to amend a number of sections within the Zoning Code as they relate to the definitions and regulations of cannabis dispensaries. Specifically the following amendments are proposed:

Section 6-18-3. DEFINITIONS to create a definition for Cannabis Dispensaries. Specifically, revisions will be the following:

<table>
<thead>
<tr>
<th>CANNABIS DISPENSARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A facility operated by an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire cannabis from a registered cultivation center for the purpose of dispensing</td>
</tr>
</tbody>
</table>
cannabis, cannabis infused products, paraphernalia, or related supplies and educational materials to purchasers or registered qualifying patients as defined in the Compassionate Use of Medical Cannabis Program and the Cannabis Regulation and Tax Act as it may be amended from time-to-time, and regulations promulgated thereunder.

Distancing requirements are proposed to be codified with a new section, Section 6-4-11. Special Regulations Pertaining to Cannabis Related Uses. Specifically the following is proposed:

6-4-11. - SPECIAL REGULATIONS PERTAINING TO CANNABIS RELATED USES.

6-4-11-1. Purpose and Applicability: The purpose of this Section 6-4-11 is to ensure new cannabis related uses are integrated with surrounding uses and are compatible in character with the surrounding neighborhood or area of the zoning district in which they are located.

6-4-11-2. Certificate of Zoning Compliance: A certificate of zoning compliance is required prior to any cannabis related use being established.

6-4-11-3. Cannabis Dispensaries:
(A) Special Uses: The approval for cannabis dispensary businesses shall only be allowed as a Special Use in RP, D1, D2, D3, D4, C1a, C1, C2, B1, B1a, B2, B3, and O1 Zoning Districts as well as the oDM, oCSC and oh Zoning Overlay Districts. Cannabis dispensaries shall be prohibited in all R, M, T, U, I, WE1 and OS zoning districts as well as within any dwelling unit or rooming unit.

(B) Distance Requirement: Any cannabis dispensary shall not be located within one thousand five hundred (1,500) feet of another cannabis dispensary or within seven hundred fifty (750) feet of a pre-existing public or private educational institution that is an elementary, middle, or high school, as measured from lot line to lot line.

(C) Distance Requirement Measurement: The distance requirement shall be measured from the nearest property lines of each property the cannabis dispensary or educational institution is located on.

(D) Hours of Operation: Cannabis Dispensaries shall only be permitted to operate between the hours of 10:00 a.m. and 8:00 p.m. seven days out of the week.

With regards to where the cannabis dispensaries will be allowed to establish a location, staff is taking State requirements into consideration as well as Council’s stated preferences. A preliminary use chart is outlined below.

<table>
<thead>
<tr>
<th>Use</th>
<th>Districts Use Proposed as Special Use</th>
<th>Districts Use Proposed as a Prohibited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannabis Dispensary</td>
<td>RP, D1, D2, D3, D4, C1a, C1, C2, B1, B1a, B2, B3, O1, oDM, oDM, oCSC, oh</td>
<td>All residential zoning districts, MUE, MXE, MU, T1, T2, U1, U1a,</td>
</tr>
</tbody>
</table>

Page 3 of 35  

C.
As an example of what this change would look like within the Zoning Ordinance, Section 6-12-2-3 Special Uses for the RP Research Park District is shown below:

6-12-2-3. - SPECIAL USES.
The following special uses may be permitted in the RP district, subject to the provisions set forth in Section 6-3-5 of this Title:

Banquet hall.
Business or vocational school.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Craft alcohol production facility.
Open sales lot.
Outdoor storage.
Performance entertainment venue.
Planned developments (subject to the requirements of Section 6-3-6 of this Title and Section 6-12-1-7 of this Chapter).
Resale establishment.
Restaurants—Type 2.
Urban farm, rooftop.

Parking regulations for the cannabis dispensaries are proposed to be similar to that of a retail goods establishment. Table 16-B — Schedule of Minimum Off Street Parking Requirements is not proposed to specifically separate out this use at this time.

The proposed Zoning Ordinance Text Amendment meets the standards for approval of amendments per Section 6-3-4-5- of the City Code. The proposal is consistent with the objectives of the Comprehensive Plan to: 1) Maintain the appealing character of Evanston’s neighborhoods while guiding their change, 2) Retain and attract businesses in order to strengthen Evanston’s economic base, and 3) Promote the growth and redevelopment of business, commercial, and industrial areas. Staff will need to ensure that precautions related to licensing, building, and security are also in place to mitigate any possible effects on surrounding areas.
**Legislative History:**
September 25, 2019 – The Plan Commission voted, 6-0, to recommend approval of the proposed text amendment.

**Attachments:**
- Ordinance 126-O-19
- Map of Cannabis Dispensary School Buffers (As Presented to Plan Commission Including B1 District)
- Map of Cannabis Dispensary School Buffers (Excluding the B1 District)
- Other Municipality Actions on Cannabis
- Draft Minutes of the September 25, 2019 Plan Commission Meeting
AN ORDINANCE
Allowing Cannabis Dispensaries in Certain Zoning Districts

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
Evanston, Cook County, Illinois:

SECTION 1: City Code, Title 6 “Zoning”, Subsection 6-18-3, “Definitions”, of the Evanston City Code of 2012, as amended (“City Code”), is hereby further amended to read as follows:

| CANNABIS DISPENSARY | A facility operated by an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire cannabis from a registered cultivation center for the purpose of dispensing cannabis, cannabis infused products, paraphernalia, or related supplies and educational materials to purchasers or registered qualifying patients as defined in the Compassionate Use of Medical Cannabis Program and the Cannabis Regulation and Tax Act as it may be amended from time-to-time, and regulations promulgated thereunder. |

SECTION 2: City Code Title 6, Chapter 4, “General Provisions”, of the City Code is hereby further amended to add the following subsection:

6-4-11. – SPECIAL REGULATIONS PERTAINING TO CANNABIS RELATED USES.

6-4-11-1. Purpose and Applicability: The purpose of this Section 6-4-11 is to ensure new cannabis related uses are integrated with surrounding uses and are compatible in character with the surrounding neighborhood or area of the zoning district in which they are located.

6-4-11-2. Certificate of Zoning Compliance: A certificate of zoning compliance is required prior to any cannabis related use being established.

6-4-11-3. Cannabis Dispensaries
(A) Special Uses: The approval for cannabis dispensary businesses shall only be allowed as a Special Use in RP, D1, D2, D3, D4, C1a, C1, C2, B1, B1a, B2, B3, and O1 Zoning Districts as well as the oDM, oCSC, and oH Zoning Overlay Districts. Cannabis dispensaries shall be prohibited in all R, M, T, U, I, WE1, and OS zoning districts as well as within any dwelling unit or rooming unit.

(B) Distance Requirement: Any cannabis dispensary shall not be located within one thousand five hundred (1,500) feet of another cannabis dispensary or within seven hundred fifty (750) feet of a pre-existing public or private educational institution that is an elementary, middle, or high school, as measured from lot line to lot line.

(C) Distance Requirement Measurement: The distance requirement shall be measured from the nearest property line of each property the cannabis dispensary or educational institution is located on.

(D) Hours of Operation: Cannabis Dispensaries shall only be permitted to operate between the hours of 10:00 a.m. and 8:00 p.m. seven days out of the week.

SECTION 3: Subsection 6-12-2-3, "Special Uses", of the City Code is hereby further amended to read as follows:

6-12-2-3. – SPECIAL USES.

The following special uses may be permitted in the RP district, subject to the provisions set forth in Section 6-3-5 of this Title:

Banquet hall.
Business or vocational school.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Craft alcohol production facility.
Open sales lot.
Outdoor storage.
Performance entertainment venue.
Planned developments (subject to the requirements of Section 6-3-6 of this Title and Section 6-12-1-7 of this Chapter).
Resale establishment.
Restaurants—Type 2.
Urban farm, rooftop

**SECTION 4:** Subsection 6-11-2-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

**6-11-2-3. – SPECIAL USES.**

The following uses may be allowed in the D1 district, subject to the provisions set forth in Section 6-3-5 of this Title:

- Assisted living facility.
- Banquet hall.
- Boarding house.
- Business or vocational school.
- **Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).**
- Convenience store.
- Craft alcohol production facility.
- Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
- Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
- Drive-through facility (accessory or principal).
- Educational institution—Private.
- Educational institution—Public.
- Funeral services excluding on site cremation.
- Independent living facility.
- Long term care facility.
- Neighborhood garden.
- Open sales lot.
- Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
- Resale establishment.

~3~
Retirement home.
Retirement hotel.
Sheltered care home.
Transitional shelter (subject to the special requirements of Section 6-3-5-11 of this Title).
Urban farm, rooftop.
Wholesale goods establishment.

SECTION 5: Subsection 6-11-3-4, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-11-3-4. - SPECIAL USES.

The following uses may be allowed in the D2 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).
Banquet hall.
Business or vocational school.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Commercial indoor recreation (at the ground level).
Convenience store.
Craft alcohol production facility.
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Educational institution—Private.
Educational institution—Public.
Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.

~4~
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).

Religious institution.

Resale establishment.

Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2 (excluding drive-through facilities).

Urban farm, rooftop.

**SECTION 6:** Subsection 6-11-4-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

**6-11-4-3. - SPECIAL USES.**

The following uses may be allowed in the D3 district, subject to the provisions set forth in Section 6-3-5 of this Title:

- Apartment hotel.
- Assisted living facility (when located above the ground floor).
- Banquet hall.
- Business or vocational school.
- Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
- Convenience store.
- Craft alcohol production facility.
- Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
- Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
- Drive-through facility (accessory or principal).
- Educational institution—Private.
- Educational institution—Public.
- Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Religious institution.
Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2.
Urban farm, rooftop.

SECTION 7: Subsection 6-11-5-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-11-5-3. – SPECIAL USES.
The following uses may be allowed in the D4 district, subject to the provisions set forth in Section 6-3-5 of this Title:

Assisted living facility (when located above the ground floor).
Banquet hall.
Business or vocational school.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Commercial parking garage.
Convenience store.
Craft alcohol production facility.
Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
Drive-through facility (accessory or principal).
Educational institution—Private.
Educational institution—Public.
Funeral services excluding on site cremation.
Independent living facility (when located above the ground floor).
Neighborhood garden.
Open sales lot.
Performance entertainment venue.
Planned development (subject to the requirements of Section 6-11-1-10 of this Chapter and Section 6-3-6 of this Title).
Religious institution.
Resale establishment.
Residential care home—Category II (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).
Restaurant—Type 2.
Urban farm, rooftop.

SECTION 8: Subsection 6-10-3-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-10-3-3. - SPECIAL USES.

The following uses may be allowed in the C1a district, subject to the provisions set forth in Section 6-3-5 of this Title:

Animal hospital.
Aquaponics.
Assisted living facility.
Banquet hall.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Commercial outdoor recreation.
Convenience store.
Craft alcohol production facility.

Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).

Drive-through facility (accessory only).

Dwelling—Multiple-family.

Food store establishment.

Funeral services excluding on-site cremation.

Independent living facility.

Long-term care facility.

Media broadcasting station.

Membership organization.

Micro-Distillery.

Open sales lot.

Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).

Recording studio.

Resale establishment.

Residential care home—Category I (when located above the ground floor and subject to the general requirements of Section 6-4-4 of this Title).

Residential care home—Category II (subject to the general requirements of Section 6-4-4 of this Title).

Restaurant—Type 2.

Retirement hotel.

Sheltered care home.

Transitional shelter (subject to the requirements of Section 6-3-5-11 of this Title).

Urban farm, rooftop.
Wholesale goods establishment.

**SECTION 9:** Subsection 6-10-4-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

**6-10-4-3. - SPECIAL USES.**

The following uses may be allowed in the C2 district, subject to the provisions set forth in Section 6-3-5, “Special Uses,” of this Title:

- Animal hospital.
- Aquaponics.
- Automobile body repair establishment.
- Banquet hall.
- **Cannabis Dispensary** (subject to the general requirements of Section 6-4-11 of this Title).
- Car wash.
- Commercial parking garage.
- Commercial parking lot.
- Convenience store.
- Craft alcohol production facility.
- Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
- Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
- Daycare center—Domestic animal.
- Drive-through facility (accessory or principal).
- Hotel.
- Kennel.
- Media broadcasting station.
- Membership organization.
- Micro-Distillery.
- Open sales lot.
Payday loan or consumer loan establishment (subject to the distance and general requirements set forth in Section 6-18-3, "Definitions," of this Title under "Payday Loan or Consumer Loan Establishment").

Planned development (subject to the requirements of Section 6-10-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Resale establishment.

Restaurant—Type 2.

Urban farm, rooftop.

SECTION 10: Subsection 6-10-2-3, "Special Uses", of the City Code is hereby further amended to read as follows:

6-10-2-3. - SPECIAL USES.

The following uses may be allowed in the C1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

- Animal hospital.
- Aquaponics.
- Automobile repair service establishment.
- Automobile service station.
- Banquet hall.
- Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
- Car wash.
- Commercial outdoor recreation.
- Convenience store.
- Craft alcohol production facility.
- Daycare center—Adult (subject to the general requirements of Section 6-4-3 of this Title).
- Daycare center—Child (subject to the general requirements of Section 6-4-2 of this Title).
- Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Funeral services excluding on-site cremation.
Hotel.
Kennel.
Media broadcasting station.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-10-1-9 of this Chapter and Section 6-3-6 of this Title).
Resale establishment.
Restaurant—Type 2.
Trade contractor (provided there is no outside storage).
Urban farm, rooftop.
Wholesale goods establishment.

SECTION 11: Subsection 6-9-2-3, “Special Uses”, of the City Code as amended, is hereby further amended to read as follows:

6-9-2-3. - SPECIAL USES.

The following uses may be allowed in the B1 district, subject to the provisions set forth in Section 6-3-5, “Special Uses,” of this Title:

Animal hospital.
Aquaponics.
Banquet hall.
Bed and breakfast establishments.
Boarding house.
Business or vocational school.
Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
Convenience store.
Craft alcohol production facility.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Dwelling—Multiple-family.
Dwelling—Single-family detached.
Food store establishment.
Funeral services excluding on-site cremation.
Government institutions.
Kennel.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development.
Public utility.
Religious institution.
Resale establishment.
Residential care home—Category II.
Restaurant—Type 2 (excluding accessory drive-through facilities).
Urban farm, rooftop.

Uses permitted pursuant to Section 6-9-2-2 of this Chapter and this Section exceeding seven thousand five hundred (7,500) square feet.

SECTION 12: Subsection 6-9-5-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-9-5-3. – SPECIAL USES.

The following uses may be allowed in the B1a business district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:
Animal hospital.
Aquaponics.
Banquet hall.

Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).

Commercial indoor recreation.
Commercial outdoor recreation.
Convenience store.
Craft alcohol production facility.
Daycare center—Adult.
Daycare center—Child.
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store establishment.
Funeral services, excluding on-site cremation.
Independent living facility.
Kennel.
Membership organization.
Micro-Distillery.
Planned development.
Public utility.
Resale establishment.
Restaurant—Type 2.
Trade contractor (provided there is no outside storage).
Urban farm, rooftop.

Uses permitted pursuant to Section 6-9-5-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.

~13~
Vocational training facility.

SECTION 13: Subsection 6-9-3-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-9-3-3. - SPECIAL USES.

The following uses may be allowed in the B2 district, subject to the provisions set forth in Section 6-3-5, “Special Uses,” of this Title:

- Animal hospital.
- Aquaponics.
- Assisted living facility.
- Banquet hall.
- Boarding house.
- Business or vocational school.
- Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
- Commercial indoor recreation.
- Commercial outdoor recreation.
- Convenience store.
- Craft alcohol production facility.
- Daycare center—Adult (subject to the general requirements of Section 6-4-3, “Adult Daycare Homes,” of this Title).
- Daycare center—Child (subject to the general requirement of Section 6-4-2, “Child Daycare Homes,” of this Title).
- Daycare center—Domestic animal.
- Drive-through facility (accessory or principal).
- Dwelling—Multiple-family.
- Food store establishment.
- Funeral services excluding on-site cremation.
- Independent living facility.
- Kennel.
Long-term care facility.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Public utility.
Resale establishment.
Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
Restaurant—Type 2.
Retirement home.
Retirement hotel.
Sheltered care home.
Trade contractor (provided there is no outside storage).
Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).
Urban farm, rooftop.
Uses permitted pursuant to Sections 6-9-3-2 of this Chapter and this Section exceeding twenty thousand (20,000) square feet.

SECTION 14: Subsection 6-9-4-3, "Special Uses", of the City Code is hereby further amended to read as follows:

6-9-4-3. - SPECIAL USES.

The following uses may be allowed in the B3 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Animal hospital.
Aquaponics.
Assisted living facility.
Automobile service station.
Banquet hall.
Boarding house.
Business or vocational school.
**Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).**
Commercial outdoor recreation.
Commercial parking lots.
Convenience store.
Craft alcohol production facility.
Daycare center—Adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare center—Child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Daycare center—Domestic animal.
Drive-through facility (accessory or principal).
Dwelling—Multiple-family.
Food store.
Funeral services excluding on-site cremation.
Independent living facility.
Kennel.
Long-term care facility.
Membership organization.
Micro-Distillery.
Open sales lot.
Planned development (subject to the requirements of Section 6-9-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Public utility.
Recording studio.
Religious institution.
Resale establishment.
Residential care home—Category II (subject to the requirements of Section 6-4-4, "Residential Care Homes and Child Residential Care Homes," of this Title).
Restaurant—Type 2 (excluding accessory drive-through facilities).
Retirement home.
Retirement hotel.
Sheltered care home.
Trade contractor (provided there is no outside storage).
Transitional shelters (subject to the requirements of Section 6-3-5-11, "Additional Standards for a Special Use for Transitional Shelters," of this Title).
Transitional treatment facility—Category III (subject to the requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).
Urban farm, rooftop.

**SECTION 15:** Subsection 6-15-2-3, “Special Uses”, of the City Code is hereby further amended to read as follows:

**6-15-2-3. - SPECIAL USES.**

The following uses may be allowed in the O1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

- Banquet hall.
- Business or vocational school.
- Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).
- Child daycare centers.
- Commercial indoor recreation.
- Commercial parking garage.
Commercial parking lot.
Drive-through facility (accessory only).
Dwelling, multiple-family.
Media broadcasting station.
Open sales lot.
Planned development (subject to the requirements of Section 6-15-1-9, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Retail goods establishment.
Retail services establishment.
Urban farm, rooftop.

SECTION 16: Subsection 6-15-10-7, “Special Uses”, of the City Code is hereby further amended to read as follows:

6-15-10-7. - SPECIAL USES.

The following uses may be allowed in the oH district subject to the general provisions set forth in Section 6-3-5 of this Title, and the special provisions contained herein:

Any expansion or change in a hospital service or program causing the average number of patients treated daily at such hospital as reported in the current annual hospital report to exceed by ten percent (10%) the average daily number of patients treated in 1978: Evanston Hospital, 1070; St. Francis Hospital, 702.

Any new construction that constitutes a physical expansion to the gross floor area of any hospital building.

Cannabis Dispensary (subject to the general requirements of Section 6-4-11 of this Title).

Clinics, provided they shall not be used for the private, for-profit practice of medicine.

Commercial parking garage.

Daycare centers - adult (subject to the general requirements of Section 6-4-3 of this Title).

Daycare centers - child (subject to the general requirements of Section 6-4-2 of this Title).
Heliports (hospital).

Private utility substations and transmission facilities.

Short-term residential facilities operated by a hospital.

Staff examination rooms provided they shall not be used for the private, for-profit practice of medicine.

SECTION 17: Subsection 6-15-14-7, "Active Ground Floor Uses", of the City Code is hereby further amended to read as follows:

6-15-14-17. – ACTIVE GROUND FLOOR USES.

<table>
<thead>
<tr>
<th>USES:</th>
<th>Allowed In:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1A (Subareas 4, 5, and 6)</td>
<td>O1 (Subarea 3)</td>
</tr>
<tr>
<td>Cannabis Dispensary</td>
<td>S</td>
</tr>
</tbody>
</table>

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

SECTION 18: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 19: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable 126-O-19 shall be in full force and effect after its passage and approval.

~19~
SECTION 20: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved: _________________, 2019

__________________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

__________________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Proposed Cannabis Dispensary Zoning Districts with 500', 750' & 1,000' buffers around Schools

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
Proposed Cannabis Dispensary Zoning Districts with 500', 750' & 1,000' buffers around Schools

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
APA-IL Conference 2019: Common Zoning Questions Answered

Local Examples (as of September 20, 2019, things are moving fast!)

- Municipalities with an asterisk: (*) currently have a medical cannabis dispensary.
- Not aware of any communities that are allowing on-site consumption (yet).

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Allowed</strong></td>
<td></td>
</tr>
<tr>
<td>Chicago*</td>
<td>7 geographic districts; potential exclusion zone downtown and along the magnificent mile.</td>
</tr>
<tr>
<td>Homewood*</td>
<td>Limiting to 1 license. Has to be free-standing building. Prohibits colocation of a cannabis business with a non-cannabis business. Expansion of existing medical dispensary.</td>
</tr>
<tr>
<td>Lombard</td>
<td>Special use for dispensaries in commercial, office, and manufacturing districts.</td>
</tr>
<tr>
<td>Oak Park*</td>
<td>Permitted use for dispensaries in commercial districts. Expansion of existing medical dispensary.</td>
</tr>
<tr>
<td>Skokie</td>
<td>Limiting to 2 licensees. Permitted use in commercial districts. 1,000 ft from schools, parks, etc.</td>
</tr>
<tr>
<td><strong>Prohibited</strong></td>
<td></td>
</tr>
<tr>
<td>Bloomingdale</td>
<td></td>
</tr>
<tr>
<td>Bolingbrook</td>
<td></td>
</tr>
<tr>
<td>Frankfort</td>
<td></td>
</tr>
<tr>
<td>Grayslake</td>
<td></td>
</tr>
<tr>
<td>La Grange Park</td>
<td></td>
</tr>
<tr>
<td>Lake Barrington</td>
<td></td>
</tr>
<tr>
<td>Lincolnwood</td>
<td></td>
</tr>
<tr>
<td>Long Grove</td>
<td></td>
</tr>
<tr>
<td>Wheaton</td>
<td></td>
</tr>
<tr>
<td>Wilmette</td>
<td>Voter referendum in 2020.</td>
</tr>
<tr>
<td><strong>Leasing to Allow</strong></td>
<td></td>
</tr>
<tr>
<td>Arlington Hts*</td>
<td></td>
</tr>
<tr>
<td>Bensenville</td>
<td>Special use for all cannabis business establishments in commercial and manufacturing districts. 500 ft buffer from schools, parks, and day cares.</td>
</tr>
<tr>
<td>Buffalo Grove*</td>
<td></td>
</tr>
<tr>
<td>Deerfield*</td>
<td></td>
</tr>
<tr>
<td>Des Plaines</td>
<td></td>
</tr>
<tr>
<td>Elgin</td>
<td></td>
</tr>
<tr>
<td>Evanston</td>
<td>Special use for dispensaries in commercial districts. Expansion of existing medical dispensary. Proprietor has discussed off-site parking and shuttle to avoid crowding and lines.</td>
</tr>
<tr>
<td>Joliet*</td>
<td>Special use for dispensaries in commercial and manufacturing districts.</td>
</tr>
<tr>
<td>La Salle</td>
<td></td>
</tr>
<tr>
<td>Mundelein*</td>
<td>Direction from Village Board expected 9/23/19.</td>
</tr>
<tr>
<td>Niles</td>
<td>Permitted use for dispensaries in overlay districts. Permitted use for cultivation, processing, and transportation in manufacturing district.</td>
</tr>
<tr>
<td>North Aurora*</td>
<td>Expansion of existing medical dispensary.</td>
</tr>
<tr>
<td>Ottawa</td>
<td>Expansion of existing medical dispensary.</td>
</tr>
<tr>
<td>Park Forest</td>
<td>Special use for dispensaries in commercial and manufacturing districts.</td>
</tr>
<tr>
<td>Peru</td>
<td></td>
</tr>
<tr>
<td>River Forest</td>
<td>Special use for dispensaries in commercial districts.</td>
</tr>
<tr>
<td>South Elgin</td>
<td>Likely to limit to 1-2 licenses.</td>
</tr>
<tr>
<td>St Charles*</td>
<td></td>
</tr>
<tr>
<td>Tinley Park</td>
<td></td>
</tr>
<tr>
<td><strong>Leasing to Prohibit</strong></td>
<td></td>
</tr>
<tr>
<td>Glencoe</td>
<td></td>
</tr>
<tr>
<td>Highland Park*</td>
<td></td>
</tr>
<tr>
<td>Oak Brook</td>
<td></td>
</tr>
<tr>
<td>Park Ridge</td>
<td>Hosted online survey to gauge resident opinions.</td>
</tr>
</tbody>
</table>
MEETING MINUTES
PLAN COMMISSION
Wednesday, September 25, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Carol Goddard, George Halik, Andrew Pigozzi, Jane Sloss

Members Absent: Teri Dubin, John Hewko, Peter Isaac

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Michelle Masoncup, Corporation Counsel

Presiding Member: Chairman Lewis

1. CALL TO ORDER / DECLARATION OF QUORUM
Chair Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: September 11, 2019
Minutes from the September 11, 2019 meeting will be reviewed at the next scheduled Plan Commission meeting.

3. NEW BUSINESS

A. Map Amendment
Howard Street Rezoning
19PLND-0080
A Zoning Ordinance Map Amendment pursuant to City Code Title 6, Zoning, to rezone properties located at 951-1125 Howard Street from the C1 Commercial District to the B2 Business District.

Mr. Mangum provided an overview of the proposed map amendment, describing the affected area and explaining the difference between the existing C1 zoning district and the B2 zoning district proposed.

Chair Lewis opened the hearing to questions from the Commission.
Commissioner Sloss asked what the parking requirement change would be between the C1 and B2 districts. Mr. Mangum responded that there would be no change in that requirement as it is determined by the land use. He added that a mixed-use development has been proposed which necessitates the need for the rezoning. That development would come before the Plan Commission at a later date. Chair Lewis asked if that development would be allowed under the current zoning to which Mr. Mangum responded no, since it involved dwelling units which are not allowed in the C1 District.

Commissioner Pigozzi asked if any existing businesses would be affected unless they wanted to make a change to their space. Mr. Mangum responded no, any existing business not permitted under the new zoning would be legally nonconforming.

Chair Lewis asked if the existing businesses would be allowed to expand or improve their property. Mr. Mangum responded that it would depend on the use. If a special use a change to that special use would be needed. If legally non-conforming as the existing pawn shop would be, a major variation would be needed.

Commissioner Goddard inquired if there are any other C1 districts located on Howard Street. Mr. Mangum responded that there are two other areas along Howard Street with that zoning. Chair Lewis added that there are about a half-dozen C1 districts in the City as a whole.

Chair Lewis then opened the hearing to questions from the public. Hearing none, he then opened the hearing up to public testimony.

One person, Jenny Claro of Evergreen Real Estate Group, spoke on behalf of David Block who is working with CJE on a proposed 4-story mixed-use building which is currently under staff review. She stated she was in favor of the rezoning.

Chair Lewis then closed the public hearing and the Plan Commission began deliberations.

Commissioner Goddard expressed that she thinks the map amendment is an excellent idea and that Howard Street has made strides and this is an outflow of that.

Commissioner Draper stated that the existing zoning district was created more to permit shopping centers and that the proposed change is better suited for the street.

The Commission then reviewed the standards for approval of amendments and agreed that each standard is met.

**Commissioner Goddard made a motion to recommend approval of the zoning ordinance map amendment for the rezoning from C1. Commissioner Pigozzi**
seconded the motion. A roll call vote was taken and the motion passed, 6-0.

Ayes: Draper, Goddard, Halik, Lewis, Pigozzi, Sloss
Nays:

B. Text Amendment
Accessory Recreational Cannabis Use 19PLND-0078
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to create definitions for cannabis related uses, establish any applicable general provisions for such uses, establish any applicable parking requirements for such uses, and amend the permitted and special uses in the Business, Commercial, Downtown, Research Park, Transitional Manufacturing, Industrial, and Special Purpose and Overlay zoning districts.

Ms. Jones provided an overview of the proposed text amendment, explaining state regulations, The Compassionate Use of Medical Cannabis Program Act and the Recreational Cannabis Regulation and Tax Program Act that have led to the proposed amendment. She then described the City’s existing medical cannabis dispensary and how its location was determined, other municipality actions, and City Council’s suggestions for this use.

Chair Lewis opened the public hearing to questions from the Commission.

Commissioner Goddard asked what staff’s line of thinking was prohibiting dispensaries from industrial districts. Ms. Jones responded that the dispensaries are more retail oriented so placing those in the business and commercial districts was a better fit. In the future, the other cannabis uses that are more processing oriented would be better suited in the industrial areas.

Chair Lewis inquired why the cap on the number of locations mentioned by City Council was not included and if there was any discussion on the possibility of getting a large number of special use applications with a small number of permitted locations. Ms. Jones responded that the cap in locations could be added but could be more related to prohibiting the number of licenses. Ms. Masoncup added that in discussions there was concern of processing a flood of applications if there is a cap of 3 locations. Chicago will have a lottery system set up and the thought was that by including distancing buffers the same effect may occur.

Chair Lewis clarified that the Commission is just considering dispensaries and that the urgency is because of the January 1st enactment of the law. The other uses will be allowed to operate later in the year. Ms. Jones confirmed that this was the case.

Commissioner Draper asked for clarification regarding the buffer for the existing
dispensary. Ms. Jones clarified that the ring around the existing dispensary is for the distance required between dispensaries and that there is some overlap from some of the school buffers near the site.

Chair Lewis asked if there was any consideration given to other institutions such as recreation centers such as Fleetwood-Jourdain or Chandler-Newberger with younger populations. Ms. Jones responded that the main consideration for the younger populations that are in schools. Some recreation centers have a wider variety in the age of users that would likely have more oversight for the younger population.

Chair Lewis then inquired about the need for the Certificate of Zoning Compliance, what it ensures and if it is required. The Certificate of Zoning Compliance is a general confirmation that the use is allowed within the City or a particular location; this would be a preliminary step. Mr. Mangum added that the section referencing that certificate could be expanded for other cannabis uses that may be permitted by right in which case a Certificate of Zoning Compliance would be required even if a special use was not.

Commissioner Halik expressed concern over the security and monitoring aspects of the dispensaries to prevent illegal activity. Ms. Jones stated that while that may not be under Plan Commission’s purview, at a State level the dispensaries are required to have security and monitoring plans as part of their applications. If the use will be a Special Use, conditions could be added as part of the approval of the Special Use Permit.

Chair Lewis then opened the hearing to questions from the public. Hearing none he then opened the hearing to public testimony and stated that residents are permitted to submit a request for a continuance in order to rebut testimony presented at the meeting.

A total of 3 people spoke, with comments including the following:

- Jeremy Unruh, the director of regulatory affairs for PharmaCann which operates the dispensary on Maple Avenue in the City. He provided a background on himself and PharmaCann, which was started in Illinois 5 years ago. PharmaCann also operates locations in 7 other states. He pointed out the unique situation of Evanston acting as a landlord for the medical cannabis dispensary, then clarified that the use is a land use and not cannabis use which is permitted by the new state legislation. PharmaCann is asking to be authorized to adult-use cannabis from their existing medical cannabis dispensary. He added that there is a 3% tax that can be levied and provide additional revenue. In a similar sized community PharmaCann was able to remit $300,000 in tax revenue in its first 6 months of operation. PharmaCann is now attempting to be able to serve adult-use customers by January 1\textsuperscript{st} which would optimize relationship with community. Existing site has 35 cameras that monitor the perimeter and interior and 90 days of footage is kept. The medical dispensary regulations related to safety and security are the same in the previous and current acts.
Don Williams, Regional Director of Government Relations of MedMen, stated that his company is currently in the process of acquiring PharmaCann. MedMen has been operating since 2010 within 12 states and does cultivation, manufacturing and dispensing but sees itself primarily as a retailer that is mainstreaming and normalizing cannabis. He then went over other aspects of MedMen, including investing in and communicating with the communities they locate in, investing in employees with a livable wage, trainings and providing stock options, having a workforce that is 58% people of color, providing education programs related to cannabis, equity and record expungement. He added that security is taken into consideration and sites have a discreet aesthetic.

Tyree Crosby stated he is from Evanston and is the Sole Proprietor of Litehouse Dispensing Company LLC and is looking to submit applications for recreational cannabis dispensaries. He is researching, building relationships and keeping up with the status of zoning regulations.

Chair Lewis closed the public testimony and asked if the Commissioners had any additional comments or additional questions.

Commissioner Pigozzi inquired if Evanston plans to create a lottery system. Mr. Mangum responded that the dispensaries are proposed to be a Special Use and would be subject to a distance requirement. If an applicant meets the requirements they would be considered by the Zoning Board and City Council. No cap has been proposed but if it is needed, an additional process would be proposed if applications exceed the number permitted by the cap.

Chair Lewis asked for the reasoning behind proposing a 750 feet buffer. Ms. Masoncup responded that the only regulation the state has is between dispensaries. Council weighed in seeking a buffer for schools. The 750 ft. distance is analogous to the 1,000 ft. Mr. Mangum added that there was some concern that the previous distance requirements were too restrictive and decreasing that distance and eliminating daycares from the required buffer will open up additional possible locations.

Chair Lewis asked how signage would be handled. Mr. Mangum responded that there are some regulations in place through the Act for signage, though it is not clear if it is for billboards or dispensary locations, including a 1,000 foot radius from uses such as schools, playgrounds, parks, public transit vehicles, or other public land and cannot make health claims, promote consumption or use images appealing to children.

Commissioner Draper clarified that the 1,000 foot distance was solely for signs and not the cannabis dispensaries themselves since the proposed buffer is 750 feet for those sites.

Chair Lewis asked Mr. Unruh if he has plans to open other facilities and is he only in the dispensing end or is there intention to vertically integrate and pursue opening other
types of cannabis businesses. Mr. Unruh responded by explaining that there are 55 existing dispensaries which are dispersed by geography. Downstate Illinois has a larger geography whereas locally, the size is about 2 townships. At the start of the year, the existing 55 dispensaries will have the ability to collocate medical and recreational cannabis product sales as well as locate a secondary site, which does not have to be restricted to the local area but can be anywhere within Bureau of Labor Statistic areas in the State. In the local area, which consists of the entire 9 county area, there are about 35 dispensaries that could be vying for space. Mid-year 2020, there will be 75 Social Equity dispensary licenses that will be awarded. The Social Equity applicants would consist of sites that were negatively impacted by the War on Drugs and meet other socio-economic considerations. After that round, up to 110 dispensaries could be licensed. In addition, there are other cannabis businesses such as infusers, craft growers or processors that will also be licensed. He added that the Zoning Compliance Certificate was relevant in a competitive environment.

The Commission then reviewed the standards and felt the amendment would promote business, promote economic vitality and sales revenue with increased traffic. Due to restrictions and requirements within the amendment sites would be compatible with surrounding areas and the Special Use process would help, on a case by case basis, to mitigate possible negative effects.

Commissioner Pigozzi made a motion to recommend approval of the proposed text amendment as presented by staff. Commissioner Goddard seconded the motion. A roll call vote was taken and the motion passed, 6-0.

Ayes: Draper, Goddard, Halik, Lewis, Pigozzi, Sloss
Nays:

Commissioner Goddard made a motion to refer future discussion of regulations related to cannabis cultivation centers, processors, transporters, infusers, and craft growers to the Zoning Committee for further review and discussion. Commissioner Pigozzi seconded the motion. A roll call vote was taken and the motion passed, 6-0.

Ayes: Draper, Goddard, Halik, Lewis, Pigozzi, Sloss
Nays:

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

Commissioner Pigozzi made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.
A voice vote was taken and the motion was approved by voice vote 6-0. The meeting was adjourned at 8:09 pm.

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

To: Honorable Mayor and Members of the City Council
CC: Members of the Human Services Committee
From: Kimberly Richardson, Deputy City Manager
CC: Alexandra Ruggie, Assistant City Attorney
Subject: Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission”
Date: October 28, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission.”

Council Action:
For Introduction

Summary:
Ordinance 79-O-19 amends Title 2 by adding Chapter 15, “Citizen Police Review Commission”, codifies the Commission as well as the Commissions’ purpose and processes. The Ordinance takes into consideration best practices regarding citizen review of citizen complaints filed against the City’s Police Department.

The Ordinance language is updated to include feedback provided by members of the Citizen Police Advisory Committee and the Citizen Police Complaint Assessment Committee, which is summarized below. In addition, all videos reviewed by the Commission will be retracted prior to viewing.

Membership; Qualifications for Membership
Section 2-12-2(B): No current elected official, City employee or family member of any City employee may serve on the Commission.

Powers and Duties
Section 2-12-5(B): The Commission may review a copy of the citizen complaint, a transcript of any interviews conducted, and the final report prepared by the Office of Professional Standards relating to the investigation provided.
Section 2-12-5(B)(1) states in relevant part, “The identity of all parties to the Complaint shall remain anonymous, including but not limited to the Complainant and the accused officer/employee.” This Section requires the anonymity of the parties only for purposes of the Citizen Police Review Commissions’ review of the citizen complaint. Nothing in this section prevents the release of this information in conformance with other laws, including the Illinois Freedom of Information Act. The City remains committed to transparency. The anonymity of the parties for the purpose of the Commission’s review is not intended to circumvent transparency or FOIA law, rather to ensure an unbiased review of the citizen complaint for the Complainant and the accused officer/employee.

Section 2-12-5(C): The Commission may view videos of the incident as necessary in closed session.

Members Responsibility
2-12-7(C): Members shall refrain from making any comments outside of the committee meetings regarding and pending complaint or investigation.

Legislative History:
At the December 2018 City Council meeting, the Citizen Police Complaint Assessment Committee presented their final report to the City Council. City Council received the report and placed it on file. Ordinance 79-O-19 is in response to this report. Ordinance 79-O-19 was initially presented to the Human Services Committee during the City Council September 3, 2019 meeting. The Committee requested that staff review the ordinance for the October 7, 2019 meeting.

Attachments:
Ordinance 79-O-19, Forming a "Citizen Police Review Commission"
AN ORDINANCE

Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission”

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

SECTION 1: Legislative Statement. This Ordinance creates a City of Evanston Citizens Police Review Commission whose primary function is to address issues of complaints filed by citizens against an Evanston Police Officer. Equity and inclusion are core values of the Evanston community. The City Council determines that it is in the best interest of the City to create a Citizen Police Review Commission to increase transparency and build a trusting relationship between the community and the Evanston Police Department.

Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written "with the intention that home rule units be given the broadest powers possible" (Scadron v. City of Des Plaines, 153 Ill.2d 164). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et
seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747(1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass'n v. City of Chicago, 45 F.3d 1124 (1995)).

The City Council finds that creating an entity that proactively addresses issues of citizen complaints against police officers in the City of Evanston is a priority. The City Council desires to amend the City Code to create a Citizen Police Review Commission.

**SECTION 2:** Title 2, Chapter 15 of the Evanston City Code of 2012, as amended (“City Code”), is hereby created and shall read as follows:

**CHAPTER 15 – CITIZENS POLICE REVIEW COMMISSION**

**2-15-1: PURPOSE.**

The Citizen Police Review Commission is established as a subcommittee for the City’s Human Services Committee, for the following purposes:

(A) To promote public confidence in the professionalism and accountability of the City of Evanston’s Police Department through unbiased review of the investigation of citizen complaints, thoughtful policy recommendations;

(B) To add a citizen perspective to the evaluation of citizen complaints;

(C) To provide a timely, fair and objective review of citizen complaints and the manner which they are investigated; and

(D) To provide a systematic means to achieve continuous improvement in citizen and police interactions.

**2-15-2: MEMBERSHIP; QUALIFICATIONS FOR MEMBERSHIP.**

The Commission consists of nine (9) members who serve without compensation and are residents of the City of Evanston. The members must include the following:

(A) All members must possess a reputation of fairness, integrity and a sense of public service.
(B) No current elected official, City employee or family member of any City employee may serve on the Commission.

(C) The appointments shall reflect community diversity, including all nine (9) wards, income levels, ethnicity, age, gender and experience.

(D) Members must commit to attending meetings regularly and participating in other initiatives of the Commission.

2-15-3: TRAINING AND ORIENTATION.

(A) The City Manager’s Office, in coordination with the Chief of Police, shall develop written standards for orientation, training and continuing education for the Commission members.

(B) All appointees must complete the initial training and orientation before the first formally convened meeting.

(C) Training may include police ride-along and firearms simulator training.

(D) All members must sign a confidentiality and non-disclosure form regarding executive session information and personal privacy information related to the Complainant and/or any witnesses or victims as part of the investigation.

2-15-4: TERM.

(A) Commission members are appointed to three (3) year terms by the Mayor with the advice and consent of the City Council after the initial appointments for staggered terms. No member may serve more than two (2) terms.

(B) The terms of the initial appointees shall be staggered as follows:
   1. Two (2) persons shall serve a one-year term.
   2. Three (3) persons shall serve a two-year term.
   3. Four (4) persons shall serve a three year term.

2-15-5: POWERS AND DUTIES.

(A) The purpose of the Commission’s review shall be to determine if the completed internal investigation, prior to any final decision on discipline made by the Chief of Police, is complete, thorough, objective and fair based on:
   1. The thoroughness with which each allegation has been investigated.
   2. The extent to which witnesses and/or persons known to have information, knowledge or evidence pertaining to the allegation(s) were contacted or interviewed.
   3. The manner and tone in which interviews were conducted with the complainant, witnesses, involved officer/employees and other persons having knowledge relating to the allegations.
   4. The process of seeking, collecting and maintaining evidence pertaining to the investigation.
   5. The findings determined by Office of Professional Standards.
(B) The Commission may review a copy of the citizen complaint, a transcript of any interviews conducted, and the final report prepared by the Office of Professional Standards relating to the investigation provided as follows:
   1. The identity of all parties to the Complaint shall remain anonymous, including but not limited to the Complainant and the accused officer/employee.
   2. Access to certain information may be restricted in conformance with applicable laws.

(C) The Commission may view videos of the incident as necessary in closed session.

(D) The Commission shall provide a written report summarizing its findings upon completion of its review of a completed investigation and the Office of Professional Standards findings to the Chief of Police.

(E) The Commission will provide an annual overview to the Human Services Committee of complaints reviewed and findings of the Commission.

(F) A representative of the Police Department command staff assigned by the Police Chief to the Office of Professional Standards shall be present during the review to answer questions, provide explanations or provide other assistance if needed.

(G) Pursuant to the Collective Bargaining Agreement, only the Police Chief and the City Manager are empowered to impose discipline.

2-15-6: RULES; SELECTION OF A CHAIRPERSON.

(A) The Commission must annually elect a Chairperson from among its members.

(B) The Commission must adopt rules and regulations necessary to exercise its responsibilities.

(C) Meetings shall be held in conformance with the Open Meetings Act.

(D) The Police Chief or the City Attorney may request a suspension of the review if there is a separate criminal investigation underway or if civil action against the City is threatened, underway or pending.

2-15-7: MEMBER RESPONSIBILITY.

(A) Members shall conduct themselves in a manner that maintains public confidence in the integrity of the Commission.

(B) Members shall refrain from making any comments outside of the committee meetings regarding any pending complaint or investigation.

(C) A member shall recuse him or herself from deliberations in which he or she has a personal, professional or conflict of interest of any nature.

(D) A violation of any of these provisions may be grounds for immediate removal from the Commission by the mayor.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 4: The City of Evanston Citizen Police Advisory Committee is hereby dissolved effective January 1, 2020.

SECTION 5: This ordinance must be in full force and effect after its passage, approval, and publication in a manner provided by law.

SECTION 6: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019

Approved: ____________________________, 2019

Adopted: ________________, 2019

_______________________________
STEPHEN H. HAGERTY, MAYOR

Attest: __________________________

APPROVED AS TO FORM:

_______________________________
DEVON REID, CITY CLERK

MICHELLE L. MASONCUP, CORPORATION COUNSEL
Memorandum

To: Honorable Mayor and Members of the City Council
From: Erika Storlie, Interim City Manager
CC: Michelle Masoncup, Corporation Counsel
Subject: Resolution 99-R-19, Amendment of Council Rule 18.6 - Motion to Table an Item
Date: October 28, 2019

Recommended Action:
Staff recommends adoption of Resolution 99-R-19, which amends City Council Rule 18.6 regarding tabling an item.

Council Action:
For Action

Summary:
1. Current language for City Council Rule 18.6 sets forth the table motion -

   "A motion to table any matter is not debatable. If adopted by majority vote of the Aldermen present, all further debate on the subject shall end. A motion to take a matter from the table may be proposed at the same meeting, or at any subsequent meeting."

2. Application: To table a discussion is to lay aside the Council agenda item in a way that it will be considered later in the same meeting or at a subsequent meeting. The current rule is not clear how an alderman takes a matter from the table at a subsequent meeting. The revision in the resolution is based on past practice, which was to table the matter to a date certain. This will remove ambiguity on next steps regarding an item and set expectations for Council members, community, and City staff.

Legislative History:
The Rules Committee discussed this issue on October 7, 2019.

Attachments:
99-R-19 Amending Council Rules - Tabling an Item
A RESOLUTION

Amending City Council Rule 18.6 to Modify the Method to Table a Matter before the Council and its Committees

WHEREAS, the City Council amends the City Council Rules and Organization of the City Council of the City of Evanston (“City Council Rules”) from time to time; and

WHEREAS, currently the City Council can utilize the motion to hold (18.12) and motion to table (18.6) to move an item from discussion to a future meeting; and

WHEREAS, the City Council finds it is best to revise the City Council Rules to provide a clear method for utilizing a motion to table,

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

SECTION 1. Rule 18.6 within the “Motions” section of the City Council Rules is hereby amended to read as follows:

18.6 A motion to table any matter is not debatable. If adopted by majority vote of the Aldermen present, all further debate on the subject shall end. The matter may be tabled to a later point in the same meeting or to a specific subsequent regular council meeting. A motion to take a matter from the table may be proposed at the same meeting, or at any subsequent meeting.

SECTION 2. That this Resolution 99-R-19 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

_______________________________
Devon Reid, City Clerk

Adopted: __________________, 2019

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel