AGENDA
City Council
Monday, November 25, 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 FLEMING

(II) PUBLIC HEARING: DOWNTOWN EVANSTON SSA #4 RE-ESTABLISHMENT, CENTRAL STREET DESIGNATION #7 AND #8

PH1. Public Hearing: Downtown Evanston SSA #4 Re-Establishment, Central Street Designation #7 and #8

(III) MAYOR PUBLIC ANNOUNCEMENTS AND PROCLAMATIONS

(IV) CITY MANAGER PUBLIC ANNOUNCEMENTS

(V) COMMUNICATIONS: CITY CLERK
(VI) 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.

(VII) SPECIAL ORDERS OF BUSINESS

SP1. **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 shall either affirm, modify or reverse the decision of the Preservation Commission.

**For Action**

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

SP2. **Resolution 126-R-19, Establishing a City of Evanston Funding Source Devoted to Local Reparations**

Staff recommends City Council adoption of Resolution 126-R-19, establishing the City of Evanston Reparations Fund and creating a revenue source for the fund. Starting on January 1, 2020 all recreational cannabis retailers tax will be transferred to the Reparations Fund until the fund has reached $10 million in revenue from this source. The Reparations Subcommittee is currently working to determine how the Reparations fund dollars will be utilized in the future. Funds will be deposited into the Reparations Fund (Account 177.15.1595.51598).

**For Action**

**Resolution 126-R-19, Establishing a City of Evanston Funding Source Devoted to Local Reparations**
M1. Approval of the Minutes from the Special City Council Meeting on October 26, 2019 and the Regular City Council Meeting on November 11, 2019
City Council Minutes - October 26, 2019
City Council Minutes - November 11, 2019

SP3. Ordinance 99-O-19, Adding Section 20 to Establish the “Adult Use Cannabis Retailers’ Occupation Tax”
Staff recommends City Council adoption of Ordinance 99-O-19 “Amending Title 3, Chapter 2, “Municipal Occupation Taxes” of the City of Evanston by Adding a New Section 20 ‘Adult Use Cannabis Retailers’ Occupation Tax’.
For Action
Ordinance 99-O-19, Adding Section 20 to Establish the “Adult Use Cannabis Retailers’ Occupation Tax”

SP4. Ordinance 136-O-19, 2019 City of Evanston Tax Levy
Staff recommends City Council adoption of Tax Levy Ordinance 136-O-19, which levies the annual property tax for General Operations, Human Services Fund, Illinois Municipal Retirement Fund (IMRF), Police and Fire Pension Funds, and the Solid Waste Fund totaling $34,851,018 as extended (including 3% loss factor). This represents an increase of 10.8% over the 2018 levy of $31,458,362 as extended.
For Action
Ordinance 136-O-19, 2019 City of Evanston Tax Levy

SP5. Ordinance 137-O-19, General Assistance 2019 Tax Levy
Staff recommends City Council adoption of Tax Levy Ordinance 137-O-19, which levies the annual property tax for General Assistance in the amount of $1,113,402 as extended (including 3% loss factor). This represents an increase of 21.2% over the 2018 levy of $918,367 as extended.
For Action
Ordinance 137-O-19, General Assistance 2019 Tax Levy
SP6. **Ordinance 138-O-19, 2019 Evanston Library Fund Tax Levy**

The Library Board recommends City Council adoption of Tax Levy Ordinance 138-O-19, per Library Board action on October 27, 2019 which levies the annual property tax for the Evanston Public Library in the amount of $7,476,289 as extended (including 3% loss factor). This represents an increase of 8.5% over the 2018 levy of $6,887,755 as extended.

**For Action**

**Ordinance 138-O-19, 2019 Evanston Library Fund Tax Levy**

SP7. **Ordinance 139-O-19, Reestablished Special Service Area #9 (successor to SSA #4) 2019 Tax Levy**

Staff recommends City Council adoption of Tax Levy Ordinance 139-O-19, which levies the annual property tax for reestablished Special Service Area #9 (successor to SSA #4) in the amount of $592,665 ($610,995 as extended including loss factor of 3%). This represents an increase of 14.1% over the 2018 Levy of $525,000 ($535,714 as extended).

**For Action**

**Ordinance 139-O-19, Reestablished Special Service Area #9 (successor to SSA #4) 2019 Tax Levy**

SP8. **Ordinance 140-O-19, Special Service Area #6 2019 Tax Levy**

Staff recommends City Council adoption of Tax Levy Ordinance 140-O-19, which levies the annual property tax for Special Service Area #6 in the amount of $221,000 ($227,835 as extended including a loss factor of 3%). This represents a 1.0% increase over the 2018 Levy as extended of $225,420.

**For Action**

**Ordinance 140-O-19, Special Service Area #6 2019 Tax Levy**

SP9. **Ordinance 147-O-19, Administrative Tow Penalty**

Staff recommends City Council adoption of Ordinance 147-O-19, an ordinance amending Title 10, Chapter 6 "To add an administrative penalty under certain circumstances involving a vehicle seizure and impoundment."

**For Action**

**Ordinance 147-O-19, Administrative Tow Penalty**
SP10. **Ordinance 149-O-19, Approval of Fiscal Year 2020 Budget**

Staff recommends City Council adoption of Ordinance 149-O-19, approving the Fiscal Year 2020 Budget of the City of Evanston in the amount of $320,709,227. The budget is funded through a variety of revenue sources, including property taxes.

**For Action**
**Ordinance 149-O-19, Approval of Fiscal Year 2020 Budget**

SP11. **Ordinance 150-O-19, Amending City Code Subsection 9-2-3 to Add Fire Department Emergency Incident Cost Recovery Fees**

Staff recommends City Council adoption of Ordinance 150-O-19, Amending City Code Subsection 9-2-3 to Add Fire Department Emergency Incident Cost Recovery Fees.

**For Action**
**Ordinance 150-O-19, Amending City Code Subsection 9-2-3 to Add Fire Department Emergency Incident Cost Recovery Fees**

SP12. **Ordinance 151-O-19, Amending the Amusement Tax from 4% to 5%**

Staff recommends City Council adoption of Ordinance 151-O-19, amending the amusement tax to increase the rate assessed from 4% to 5% of the admission fee or charge, effective on January 1, 2020.

**For Action**
**Ordinance 151-O-19, Amending the Amusement Tax from 4% to 5%**

SP13. **Ordinance 154-O-19, Amending Various Chapters of Title 10, “Motor Vehicles and Traffic” Regarding Parking Violations**

Staff recommends City Council adoption of Ordinance 154-O-19, amending various Chapters of Title 10, "Motor Vehicles and Traffic" regarding parking violations. The Ordinance will realign parking fines in phases over the next two years with the maximum increase to a single violation being $10. The proposed realignment affects many of the lesser issued citations and is recommended to ensure consistency and uniformity among the various citation types. Additional amendments to the code in this ordinance improve the organization of the sections and simplify where the fines can be found (example: Snow Parking Ban - the fee stays the same, but the information is moving Sections).

**For Action**
**Ordinance 154-O-19 Amending Various Parts of Title 10 Parking Fines**

Page 5 of 1152
A2. **Contract Extension with Cannon Cochran Management Services Inc. (CCMSI) for Third Party Administration of General Liability and Worker’s Compensation Claims**

Staff recommends City Council approval of a one-year extension for the purchase of claims administration services from Cannon Cochran Management Services Inc. (CCMSI) for automobile liability, general liability, and worker’s compensation claims at a cost of $93,500 for the contract year January 1, 2020 through December 31, 2020. Funding for this purchase will be from the FY 2020 Insurance Fund (Account 605.99.7800.62266) in the amount of $93,500 ($120,000 to be proposed during the budget process in anticipation of any true-up fees that may be incurred).

**For Action**

*Contract Extension with Cannon Cochran Management Services Inc. (CCMSI) for Third Party Administration of General Liability and Worker’s Compensation*

A3. **Contract Award with Hacienda Landscaping, Inc. for the Harbert Park Renovations (Bid No. 19-52)**

Staff recommends City Council authorize the City Manager to execute a contract for the Harbert Park Renovation Project with Hacienda Landscaping Inc. (17840 Grove Road, Minooka, IL 60447) in the amount of $899,300. Funding will be provided as follows: $229,300 in 2019 General Obligation Bonds; $100,000 in 2020 General Obligation Bonds; $100,000 in Good Neighbor Funds; $150,000 in Neighborhood Improvement Funds; and $320,000 in grant funds from the Open Space Lands Acquisition and Development program. Further information is included in the transmittal memorandum.

**For Action**

*Contract Award with Hacienda Landscaping, Inc. for the Harbert Park Renovations (Bid No. 19-52)*
A4. **Contract Award with Terra Engineering Ltd. for the McCulloch Park Renovations Project (RFP No. 19-53)**

Staff recommends that City Council authorize the City Manager to execute a contract for landscape architectural and engineering services related to the McCulloch Park Renovation Project (RFP No. 19-53) with Terra Engineering Ltd. (225 W. Ohio Street, 4th Floor, Chicago, IL 60654) in the amount of $90,969. Funding will be provided from the 2019 General Obligation Bonds (Account 415.40.4119.65515 – 519004) which has an FY 2019 budget of $100,000, all of which is remaining.

**For Action**

**Contract Award with Terra Engineering Ltd. for the McCulloch Park Renovations Project (RFP No. 19-53)**

A5. **Contract Award with Motorola Solutions for Police Radio and 911 Phone System Upgrade**

Staff recommends City Council authorize the City Manager to approve the sole source purchase with Motorola Solutions (1309 East Algonquin Road., Schaumburg, IL 60196) for 911 Center upgrades to include Police Radio and 911 Phone System in the amount of $1,753,411.39. Funding for the purchase of new radios will come from the FY 2020 E911 Fund Budget (Account 205.22.5150.65515) Other Improvements, which has a budget of $534,163. Maintenance expenses will be funded from the Service Agreements/Contracts line item (Account 205.22.5150.62509), which has a budget of $305,000.

**For Action**

**Contract Award with Motorola Solutions for Police Radio and 911 Phone System Upgrade**

A6. **Contract Award with Kandu Construction, Inc. for Fire Station No. 1 Bunk Room Renovations (Bid 19-55)**

Staff recommends the City Council authorize the City Manager to execute a contract for the Fire Station No. 1 Bunk Room Renovations (Bid 19-55) with Kandu Construction, Inc. (8055 N. Ridgeway Ave., Skokie, IL), in the amount of $83,000. Funding will be provided from the Capital Improvement Program 2019 General Obligation Bonds (Account 415.40.4119.65515 - 619007). This account has an FY 2019 budget of $150,000, of which $142,100 is remaining.

**For Action**

**Contract Award with Kandu Construction, Inc. for Fire Station No. 1 Bunk Room Renovations (Bid 19-55)**
A7. **Contract With SP+ Municipal Services for the Management and**
**Operation of Three Self-Park Facilities (RFP 19-56)**

Staff requests City Council authorize the City Manager to enter into a one-year contract with SP+ Municipal Services ("SP+") (200 E Randolph St Suite 5475, Chicago, IL 60601) for the management and operation of the three city-owned parking garages in the amount of $1,466,025. Funding for this contract will be split from the three garage funds in the FY 2020 Parking Fund: $472,708 for Church Street Garage (Account 505.19.7025.62400), $495,062 for Sherman Garage (Account 505.19.7036.62400), $498,255 for Maple Garage (Account 505.19.7037.62400).

**For Action**

SP+ Municipal Proposal City of Evanston Proposal

A8. **Contract Renewal with Amita (Presence) Behavioral Health for**
**Mental Health Services**

Staff recommends that City Council authorize the City Manager to renew the Service Provider Agreement between Amita Behavioral Health (Presence Health) and the City of Evanston for the provision of 24-hour crisis line access, mental health crisis intervention and various community outreach and education services at a cost of $143,333.00. The Agreement is dated January 1, 2020 to December 31, 2020. Funding is provided by the Human Services Fund Community Outreach Program line item (Account 176.24.2445.62491).

**For Action**

Contract Renewal with Amita (Presence) Behavioral Health for Mental Health Services

A9. **Sole-Source Purchase of Laptop Vending Machine for the Robert**
**Crown Community Center Library Branch**

Staff recommends City Council approve the sole-source purchase for a laptop vending machine to serve library patrons at the new Robert Crown Community Center (RCCC) Library Branch from Murphy Security Solutions (8753 W. Cermak Road, North Riverside, IL 60546) in the amount of $27,390. Funding for this purchase will be from the FY 2019 Robert Crown Construction - IT Computer Hardware Fund (Account 416.40.4160.65555 - 616017).

**For Action**

Sole-Source Purchase of Laptop Vending Machine for the Robert Crown Community Center Library Branch
A10. **Change Order No. 1 for 2019 CIPP Sewer Rehabilitation Contract B (Bid No. 19-42)**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 to the Construction Contract agreement for the 2019 CIPP Sewer Rehabilitation Contract B (Bid No. 19-42) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, IL 63005) increasing the contract amount by $48,868 and extending the completion date by an additional 113 days. This will increase the total contract amount from the current contract price of $339,995.70 to $388,863.70 and extend the current completion date from December 9, 2019 to March 31, 2020. Funding for this project is from Sewer Fund (Account No. 515.40.4535.62461 – 419004), which has an FY 2019 budget of $700,000 for this work, of which $351,525.65 is remaining and will be rolled over to FY 2020. Funding for the additional cost will be from the Sewer Fund – Emergency Sewer Repairs (Account 515.40.4535.65515), which has an FY 2019 budget of $75,000, of which $75,000 is remaining.

**For Action**  
**Change Order No. 1 for 2019 CIPP Sewer Rehabilitation Contract B (Bid No. 19-42)**

A11. **Resolution 118-R-19, Agreement for City Wide Rodent Control with Rose Pest Solutions, Inc.**

Staff recommends City Council adoption of Resolution 118-R-19, authorizing the City Manager to sign a 2 year agreement with Rose Pest Solutions for the provision of rodent control services for residential properties and public places in the City of Evanston. The amounts for these services are $86,320.08 for a period of January 1, 2020 to December 31, 2020 and $86,320.08 for a period of January 1, 2021 to December 31, 2021. Funding is provided by the Illinois Vector Surveillance Grant (Account 100.24.2435.62471) and Rodent Control line item (Account 100.24.2435.62606).

**For Action**  
**Resolution 118-R-19, Agreement for City Wide Rodent Control with Rose Pest Solutions, Inc.**
A12. **Resolution 119-R-19, Authorizing the City Manager to Sign a Local Agency Agreement with the Illinois Department of Transportation for the Howard Street Resurfacing Project and Authorizing an Intergovernmental Agreement with the City of Chicago**

Staff recommends City Council adoption of Resolution 119-R-19, Authorizing the City Manager to Sign a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the Howard Street Resurfacing and other Capital Improvements Project and Authorizing the Execution of the Intergovernmental Agreement with the City of Chicago. Funding will be provided as follows: $898,000 in 2020 General Obligation Bond funds; $1,691,384 in 2021 General Obligation Bond funds; $1,518,487 from the Water Fund; $535,275 from the Sewer Fund; $6,556,874 in federal Surface Transportation Program grant funds; and $217,516 from the City of Chicago transferred directly to the City of Evanston. Further information is included in the transmittal memorandum.

**For Action**

*Resolution 119-R-19, Howard Street Resurfacing Project and IGA with City of Chicago*

A13. **Ordinance 159-O-19 “Establishing Special Service Area No. 7 in the City of Evanston”**

Staff recommends the adoption of Ordinance 159-O-19, “Establishing Special Service Area No. 7 in the City of Evanston”, which is intended to provide marketing as well as aesthetic and streetscape improvements such as signage, lighting, landscaping, and holiday decorations for the commercial corridors Central Street (Hartrey Ave. to Eastwood Ave.) and Green Bay Road (Lincoln St. to Isabella St.). The ordinance establishes the geographic boundaries, duration, and tax cap for the Special Service Area (SSA).

**For Introduction**

*Ordinance 159-O-19 “Establishing Special Service Area No. 7 in the City of Evanston”*

A14. **Ordinance 161-O-19 Authorizing the Termination of Special Service Area #4 and the Re-establishment of the Special Service Area as Special Service Area #9 in the City of Evanston**

Staff recommends adoption of Ordinance 161-O-19, authorizing the termination of Special Service Area (SSA) #4 and the Re-establishment of the Special Service Area as Special Service Area #9 (Downtown Evanston).

**For Introduction**

*Ordinance 161-O-19 Authorizing the Termination of Special Service Area Number 4 and Reestablishment as Special Service Area Number 9*
A15. **Ordinance 162-O-19, Tax Levy for Proposed East Central Street SSA #7**

Staff recommends City Council adoption of Tax Levy Ordinance 162-O-19, which levies the annual property tax for proposed Special Service Area #7 in the amount of $154,800 ($159,444 as extended including loss factor of 3%).

**For Introduction**

Ordinance 162-O-19, Tax Levy for Proposed East Central Street SSA #7

A16. **Ordinance 160-O-19 “Establishing Special Service Area No. 8 in the City of Evanston”**

Staff recommends the adoption of Ordinance 160-O-19, “Establishing Special Service Area No. 8 in the City of Evanston”, which is intended to provide marketing as well as aesthetic and streetscape improvements such as signage, lighting, landscaping, and holiday decorations for the commercial corridors Central Street (Ewing Ave. to central Park Ave.). The ordinance establishes the geographic boundaries, duration, and tax cap for the Special Service Area (SSA).

**For Introduction**

Ordinance 160-O-19 “Establishing Special Service Area No. 8 in the City of Evanston”

A17. **Ordinance 163-O-19, Tax Levy for Proposed West Central Street SSA #8**

Staff recommends City Council adoption of Ordinance 163-O-19, which levies the annual property tax for proposed Special Service Area #8 in the amount of $60,200 ($62,002 as extended including loss factor of 3%).

**For Introduction**

Ordinance 163-O-19, Tax Levy for Proposed West Central Street SSA #8

A18. **Ordinance 168-O-19, Amending Various Sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones”**

Pursuant to City Council request, staff recommends City Council adopt Ordinance 168-O-19, Amending Title 10, Chapter 11, Section 12 “Parking Meter Zones” removing the hours of paid parking on Sundays.

**For Introduction**

Ordinance 168-O-19, Amending Various Sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones”

Staff recommends City Council adopt Ordinance 164-R-19, authorizing the City Manager to execute a ten (10) year lease with Enterprise Rent-A-Car for commercial space in the City owned parking garage at 1780 Maple Avenue. An affirmative vote of two-thirds (2/3) of the elected Aldermen is required to adopt the Ordinance. City Manager requests suspension of the rules for Introduction and Action at the November 25, 2019 meeting as the lease renewal is scheduled to commence December 1, 2019.

For Introduction and Action

**Ordinance 164-O-19, Lease Agreement with Enterprise Rent-A-Car for Commercial Space in the City Owned Parking Garage at 1780 Maple Avenue**

A20. **Ordinance 169-O-19, Class D Liquor License Increase for Old Neighborhood Grill**

The Local Liquor Commissioner recommends City Council adoption of Ordinance 169-O-19, amending Class D Liquor License from fifty-nine (59) to sixty (60) for Old Neighborhood Grill Inc., d/b/a Old Neighborhood Grill, 2902 Central Street, Evanston, IL 60201. Alderman Suffredin requests suspension of the rules for Introduction and Action at the November 25, 2019 City Council Meeting.

For Introduction and Action

**Ordinance 169-O-19, Class D Liquor License Increase for Old Neighborhood Grill**

A21. **Ordinance 117-O-19, Approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area**

Staff recommends City Council adoption of Ordinance 117-O-19, approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area.

For Action

**Ordinance 117-O-19, Approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area**
A22. **Ordinance 118-O-19, Designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act**

Staff recommends City Council adoption of Ordinance 118-O-19, designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

**For Action**
Ordinance 118-O-19, First Amended Howard and Ridge Redevelopment Project Area

A23. **Ordinance 119-O-19, Adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area**

Staff recommends City Council adoption of Ordinance 119-O-19, adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area.

**For Action**
Ordinance 119-O-19, Adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area

A24. **Ordinance 142-O-19, Amending City Code Section 7-12-17, City Waterworks System "Charges, Rates, Fees and Penalties"**

Staff recommends City Council adoption of Ordinance 142-O-19, amending City Code Section 7-12-17 "Charges, Rates, Fees and Penalties," increasing the water meter charges and water rates by 5.4%.

**For Action**
Ordinance 142-O-19, Increasing Meter Charges and Water Rates

A25. **Ordinance 143-O-19, Amending City Code Section 7-13-3 to Decrease Sewer User Rates**

Staff recommends City Council adoption of Ordinance 143-O-19, amending City Code Section 7-13-3 to reduce the sewer user rate by 4.46%, from $3.39 to $3.24 per billing unit (100 cubic feet of water consumed).

**For Action**
Ordinance 143-O-19, Amending City Code Section 7-13-3 to Decrease Sewer User Rates
A26. **Ordinance 145-O-19, Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Parking on Simpson Street**

The Transportation & Parking Committee and staff recommend City Council adoption of Ordinance 145-O-19, amending various sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” pertaining to parking on Simpson Street.

**For Action**

Ordinance 145-O-19, Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Parking on Simpson Street

A27. **Ordinance 152-O-19, Amending Portions of the City Code Following the Enactment of the Illinois Cannabis Regulation and Tax Act to Address Possession of Recreational Marijuana and Associated Paraphernalia**

Staff recommends City Council adoption of Ordinance 152-O-19, amending portions of the City Code following the enactment of the Illinois Cannabis Regulation and Tax Act to address possession of recreational marijuana and associated paraphernalia.

**For Action**

Ordinance 152-O-19, Amending Portions of the City Code Following the Enactment of the Illinois Cannabis Regulation and Tax Act

A28. **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 Action**

Ordinance 20-O-19, Amending Title 1, Chapter 10

A29. **Ordinance 148-O-19 Amending City Code Title 8, Chapter 4, "Municipal Solid Waste" and Chapter 4 1/2 "Municipal Solid Waste Hauling License"**

City staff recommends City Council adoption of Ordinance 148-O-19, amending City Code Title 8, Chapter 4, "Municipal Solid Waste" and Chapter 4 1/2 "Municipal Solid Waste Hauling License."

**For Introduction**

Ordinance 148-O-19 Amending City Code Municipal Solid Waste Hauling License
A30. **Ordinance 51-O-19, Amending City Code 3-4-6 “Classification and License Fees” to Add Class R-1 to the Liquor Code**

The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19 which requests a proposed ordinance change to allow for alcoholic beverage sales at Welsh-Ryan arena.

**For Action**
**Ordinance 51-O-19, Amending City Code 3-4-6 “Classification and License Fees” to Add Class R-1 to the Liquor Code**

(X) **CONSENT AGENDA - PLANNING & DEVELOPMENT COMMITTEE - ALDERMAN SUFFREDIN**

P1. **Ordinance 158-O-19 Application for Major Zoning Relief to locate required parking more than 1000’ from a Multifamily Residence at 1570 Oak Ave. in the R6 General Residential District**

Staff and the Zoning Board of Appeals recommend adoption of Ordinance 158-O-19 granting major zoning relief to lease 57 required off-street parking spaces more than 1,000 feet from the subject property (multifamily residence at 1570 Oak Ave.), in the R6 General Residential District. The applicant has complied with all zoning requirements, and meets all of the Standards for Major Variations for this district.

**For Introduction**
**Ordinance 158-O-19 Application for Major Zoning Relief at 1570 Oak Ave.**

P2. **Ordinance 157-O-19, Amending the Municipal Use Exemption in Section 6-7-4**

Plan Commission and Staff recommend amending Section 6-7-4 of the Zoning Ordinance, Municipal Use Exemption, to revise language related to the process and noticing of municipal use exemptions.

**For Introduction**
**Ordinance 157-O-19, Amending the Municipal Use Exemption in Section 6-7-4**

(XI) **APPOINTMENTS**

APP1. **For Reappointment to:**
Utilities Commission Richard Shure

**For Action**
(XII) **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)}

(XIII) **EXECUTIVE SESSION**

(XIV) **ADJOURNMENT**

(XV) **UPCOMING ALDERMANIC COMMITTEE MEETINGS**

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<td>11/27/2019</td>
<td>7:30PM</td>
<td>Economic Development Committee (RESCHEDULED)</td>
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AGENDA
Public Hearings
Monday, November 25, 2019
Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800
7:15 PM

(I) OPEN PUBLIC HEARING

(II) SUMMARY OF PUBLIC NOTICES AND CONFORMANCE TO ILLINOIS STATUTE

(III) PRESENTATION OF PROPOSED SPECIAL SERVICE AREA #4 BOUNDARIES AND TAX LEVY

1. Public Hearing on Reestablishment of Special Service Area #4 Downtown Evanston
The City Council will hold a public hearing on the re-establishment of Special Service Area #4 Downtown Evanston.
For Action: Accept and Place on File
Public Hearing on Reestablishment of Special Service Area #4 Downtown Evanston
2. **Public Hearing for East Central Street Proposed Special Service Area #7**
   The City Council will hold a public hearing for the designation of the proposed Special Service Area for East Central Street (SSA) #7.
   **For Action: Accept and Place on File**
   Public Hearing for East Central Street Proposed Special Service Area #7

3. **Public Hearing for West Central Street Proposed Special Service Area #8**
   The City Council will hold a public hearing on the proposed Special Service Area designation for West Central Street (SSA #8).
   **For Action: Accept and Place on File**
   Public Hearing for West Central Street Proposed Special Service Area #8

**INTRODUCTION OF WRITTEN COMMENTS**

**PUBLIC COMMENTS AND DISCUSSION**

**CLOSE OF PUBLIC HEARING**
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: November 25, 2019

Recommended Action:
The City Council shall either affirm, modify or reverse the decision of the Preservation Commission.

Council Action:
For Action

Summary:
On August 6, 2019, Peter 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 Peter 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 affirm, modify or reverse the decision of the Commission within forty-five (45) days of accepting the appeal, in this case by December 11, 2019.

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.
- October 28, 2019 - City Council accepts 7-2 the appeal; Ald. Suffredin and Ald. Fiske voted not to accept the appeal. For City Council action on November 25, 2019.

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. Appellant’s 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
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)

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   See Attachment 2

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________
13. What do you contend?

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

Name of Appellant (print) | Signature | Date
--- | --- | ---
Peter Laundy | [Signature] | Oct 7, 2019

Name of Appellant (print) | Signature | Date
--- | --- | ---
Shirley Dugdale | [Signature] | Oct 7, 2019

IMPORTANT REMAINDER: This appeal application must be submitted within thirty (30) days of the Commission’s denial. Submit to the Community Development Department, Planning Division, 2100 Ridge Avenue, Evanston, IL 60201, (847) 448-8675; Attn: Scott Mangum, Planning and Zoning Manager or email to: smangum@cityofevanston.org
See following 4 pages
September 17, 2019

Peter Launy
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. Launy:

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 Itile:
- 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.

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**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 panel-less 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)

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

Thank you for submitting your COA application for Preservation Review. This application is required for exterior work affecting Evanston landmarks and properties within local Evanston historic districts when a permit is required and when visible from the public way. To process your application, submit no less than 15 business days before the next scheduled Preservation Commission meeting 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 cruiz@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 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].

1) Property Address: 1040 Hinman Avenue
   FOR STAFF USE ONLY Application Number:

2) Owner’s Name: Address:
   Peter Laundy 1040 Hinman Avenue
   City: Evaston State: Illinois Zip: 60202 Phone: 847 912 8286 Email/Fax: plaundy@mac.com

3) Architect’s Name: Address:

4) Contractor’s Name: Address:
   Ailey Solar Electric, Inc. 1965 West Pershing
   City: Chicago State: IL Zip: 60609 Phone: 773 809 3817 Email/Fax: info@ailyesolar.com

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

6) Within Local Historic District: Yes X No;
   If yes, X Lakeshore  Ridge  Northeast Evanston  Apartment Thematic Resources

7) Refer to the completed Zoning Analysis and check as applicable if project requires:
   - 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.
   - Check if your project requires: Special Use Planned Development  Refer to Supplemental Information on page (i) below.

Adopted October 19, 2004/Updated December 22, 2017

Page 1 of 4

Page 16 of 71
**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)

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<td>Steel</td>
<td>Concrete Pavers</td>
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<td>Add Other Materials/Alterations</td>
<td>Muntins</td>
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<td>Not existing</td>
<td>panels installed on three</td>
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<td></td>
<td>True divided lights</td>
<td>south-facing roof surfaces</td>
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<td></td>
<td>Simulated divided lights</td>
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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].
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.
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
Additional information on issues raised at the August 6 Commission meeting

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 a 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.
Visual considerations

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.
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.
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:

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](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://www.roofpedia.com/solar-roof-shingles/)

   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](http://www.cookcountypropertyinfo.com/PINResults.aspx)

3) **Solar shingles**: The contractor presenting the 1040 project mislead 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://www.roofpedia.com/solar-roof-shingles/) which provides prices for each brand.

   Additional articles:

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

Dear Mr. Cruiz,

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
Rooftop solar at our house at 1040 Hinman Avenue

1 message

Matthias Doepke <doepke@northwestern.edu>  
To: "cruiz@cityofevanston.org" <cruiz@cityofevanston.org>  

Wed, Sep 4, 2019 at 6:50 PM

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

NEW BOOK: "Love, Money, and Parenting: How Economics Explains the Way We Raise Our Kids"

Matthias Doepke (doepke@northwestern.edu)  
Department of Economics, Northwestern University  
http://faculty.wcas.northwestern.edu/~mdo738/  
Phone: (310) 435-9745
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) laudible! 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
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
Support for rooftop solar at 1040 Hinman Avenue

1 message

Sara Piepmeier <sara@pieps.org>     Thu, Sep 5, 2019 at 3:24 PM
To: Carlos Ruiz <cruiz@cityofevanston.org>
Cc: Eleanor Revelle <erevelle@cityofevanston.org>, Astri Lindberg <astrilindberg@gmail.com>, Junad Rizki <junadrizki@gmail.com>, Kim Sutker/M <kim.sutker@sbcglobal.net>, Monica Sageman <msageman@comcast.net>, Bonnie Katz <bjkatz@keeshinds.com>, Adriana Kamenetsky <adrianakusa@comcast.net>, Alex+ Jori Young <jorialex@gmail.com>

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 warranted 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
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.
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 supersedes 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
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
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 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 seem 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
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 flash 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 ‘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

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 they 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

Describe Proposed Project:


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.

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<thead>
<tr>
<th>STANDARDS</th>
<th>Standard Applies to Project</th>
<th>Project Meets Standard</th>
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<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>
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<th>Standards</th>
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<tr>
<td>5. Distinctive stylistic features, materials, finishes, examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.</td>
<td>X Yes □ No □ Yes □ No</td>
<td>□ Yes □ No</td>
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<tr>
<td>6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.</td>
<td>□ Yes □ No □ Yes □ No</td>
<td>□ Yes □ No</td>
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<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 □ Yes □ No</td>
<td>□ Yes □ No</td>
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<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 □ 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>X Yes □ No □ Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.</td>
<td>X Yes □ No □ Yes □ No</td>
<td>□ Yes □ No</td>
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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.

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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.

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Memorandum

To: Honorable Mayor and Members of the City Council
From: Erika Storlie, Interim City Manager
CC: Kimberly Richardson, Deputy City Manager, Hitesh Desai, Chief Financial Officer
Subject: Resolution 126-R-19, Establishing a City of Evanston Funding Source Devoted to Local Reparations
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 126-R-19, establishing the City of Evanston Reparations Fund and creating a revenue source for the fund. Starting on January 1, 2020 all recreational cannabis retailers tax will be transferred to the Reparations Fund until the fund has reached $10 million in revenue from this source. The Reparations Subcommittee is currently working to determine how the Reparations fund dollars will be utilized in the future.

Funding Source:
Funds will be deposited into the Reparations Fund (Account 177.15.1595.51598).

Council Action:
For Action

Summary:
The City Council has discussed the funding of Reparations through the budget discussions held over the last two months. Through these discussions a $10 million dollar goal was set and the Cannabis Retailers Tax was selected as the funding source.

The Cannabis Retailers Tax allows municipalities to set a rate of up to 3% on gross sales of cannabis in the City where cannabis dispensaries are located. Based on early projections this tax could provide an estimated $500,000 to $750,000 per year in tax revenue. The State of Illinois will allow municipalities to start applying this tax on July 1, 2020. Staff has estimated $250,000 in revenue for the 6 months of 2020.

The Reparations Fund is also accepting donations from private businesses, organizations and individuals who wish to contribute. The Reparations Subcommittee started discussions
on a variety of issues including: developing criteria for eligible individuals, a process for applicants, potential program funding, and evaluating how the money is allocated.

Attachments:
126-R-19 Adult Use Cannabis Tax as Reparations Funding Source
A RESOLUTION

Establishing a City of Evanston Funding Source Devoted to Local Reparations

WHEREAS, on September 9, 2019, the City of Evanston (the “City”) approved the recommendations of the Equity & Empowerment Commission related to local reparations for African American residents of the City; and

WHEREAS, the City Council formed a subcommittee of its Council members to conduct a feasibility study to determine the viability of several recommendations: 1) housing assistance and relief initiatives for African American residents in Evanston; and 2) various Economic Development programs and opportunities for African American residents and entrepreneurs in Evanston; and 3) education initiatives for African American residents of Evanston; and

WHEREAS, the Cannabis Regulation and Tax Act, Public Act 101-27 (the “Act”), was signed into law and went into effect on June 25, 2019; and

WHEREAS, the Municipal Cannabis Retailers’ Occupation Tax Law, 65 ILCS 5/8-11-22 (the “Law”), was enacted as part of the Act; and

WHEREAS, the Law provides that the City may “impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail” in the City “on the gross receipts from these sales made in the course of that business” in an
amount not to exceed “3% of the gross receipts;” and the City enacted this tax by Ordinance 99-O-19; and

WHEREAS, the Adult Use Cannabis Tax is a new revenue source starting in 2020, the City seeks to dedicate this funding source to local reparations and the plans for this effort are ongoing and will be more fully developed in the coming year as well; and

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

SECTION 1: The foregoing recitals are incorporated herein as findings of the City Council of the City of Evanston, Illinois.

SECTION 2: The Chief Financial Officer is hereby authorized to divert all adult use cannabis funds received by the Illinois Department of Revenue for sales of adult use cannabis to a separate fund in a City account for local reparations.

SECTION 3: The City may receive donations to this fund from separate organizations, corporations, and individuals established herein by the City Council.

SECTION 4: This Resolution 126-R-19 is effective immediately.

______________________________
Stephen H. Hagerty, Mayor

Attest:  

Approved as to form:

______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2019  

~2~
### Special City Council Meeting

**City of Evanston, Illinois**

Lorraine H. Morton Civic Center

James C. Lytle Council Chambers

**Saturday, October 26th, 2019**

<table>
<thead>
<tr>
<th>Present:</th>
<th>Absent:</th>
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<tbody>
<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Fiske</td>
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<tr>
<td>Alderman Wynne</td>
<td>Alderman Revelle (2)</td>
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<tr>
<td>Alderman Wilson</td>
<td>Alderman Rainey</td>
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<tr>
<td>Alderman Rue Simmons</td>
<td>Alderman Fleming</td>
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<td>Alderman Suffredin</td>
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### Presiding:

Mayor Stephen Hagerty

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Devon Reid

City Clerk
Mayor’s Public Announcements

Mayor Hagerty provided an update on the search for a new City Manager.   

City Manager’s Public Announcements

City Manager Erika Storlie had no announcements.   

City Clerk’s Communications

City Clerk Reid gave suggestions on how to raise revenue for the city.   

Mayor Hagerty called the Hearing on FY 2020 Proposed Budget to order at 9:12 a.m.

Public Hearing on FY 2020 Proposed Budget Public Comment

<table>
<thead>
<tr>
<th>Name</th>
<th>Comment</th>
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<tbody>
<tr>
<td>Michael Vasilko</td>
<td>Expects there to be an open discussion over the city budget. He is opposed to the proposed property tax increase. Wants the city to be efficient with the available resources.</td>
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<tr>
<td>John Cooper</td>
<td>Owner of a storage facility that is opposed to a self-storage usage tax. Said the tax will make residents consider other municipalities such as Skokie and Wilmette to store their belongings because they do not have self-storage taxes. The proposed tax will also make it difficult for commercial tenants to do business in Evanston.</td>
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<tr>
<td>Ray Friedman</td>
<td>Thanked Ald. Wilson and Fiske for preparing an upcoming budget meeting. Also thanked Ald. Suffredin for producing a newsletter asking Northwestern to pay a fair share. Believes some of the items on the upcoming City Council agenda should have had their own separate meeting for discussion.</td>
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<tr>
<td>Karen Tollenaar</td>
<td>Wanted to encourage City Council to give careful consideration and support to the non-profit and social services that exist in Evanston.</td>
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<td>Demorest</td>
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<td>Mary Rosinski</td>
<td>Inquired about the agreement for repayment for the Chiaravalle Montessori School Bonds.</td>
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</table>
Doreen Price  
Talked about affordable housing in relation to equity. Suggested creating a justice and equity board to facilitate the review of ordinances and its compliance in the city.

Mayor Hagerty requested a motion to adjourn the public hearing. Ald. Braithwaite called for the motion, with Ald. Simmons seconding that motion. Mayor Hagerty called a voice vote and with a vote of 7-0 the motion carried. Mayor Hagerty called the adjournment of the FY 2020 Proposed Budget Hearing at 9:30 a.m.

Public Comment

Ray Friedman  
Provided some questions he wished City Council would address pertaining to the city budget.

Michael Vasilko  
Questioned the amount of employees working for the City of Evanston. Said there would be problems if the proposed text amendment for Northwestern is approved. He said residents should be able to inspect the Gift Agreement from the institutions making gift pledges to the new Robert Crown Community Center.

Doreen Price  
Read key points from two articles speaking of affordable housing and wealth inequality.

Special Order of Business

Fiscal Year 2020-21 Budget Workshop

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

For Discussion
### Call of the Wards

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### Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
**REGULAR CITY COUNCIL MEETING**

CITY OF EVANSTON, ILLINOIS  
LORRAINE H. MORTON CIVIC CENTER  
JAMES C. LYTLE COUNCIL CHAMBERS  
Monday, November 11th, 2019

<table>
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<tr>
<th>Present:</th>
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<tbody>
<tr>
<td>Alderman Fiske</td>
<td>Alderman Revelle</td>
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<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<tr>
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<td>Alderman Fleming</td>
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<tr>
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<td>Alderman Suffredin</td>
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<tr>
<td>Alderman Rue Simmons</td>
<td>(9)</td>
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<thead>
<tr>
<th>Presiding:</th>
<th>Mayor Stephen Hagerty</th>
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Devon Reid  
City Clerk
Mayor’s Public Announcements

Mayor Hagerty Announcements:

- Veteran’s Day
- Recognition of Carlo Cavallaro, ComEd External Affairs Manager
- Mayor’s Town Hall Meeting- Thursday November 14, 2019 at 7:00 p.m. at Temperance Beer Co.

City Manager’s Public Announcements

City Manager Erika Storlie had no announcements.

City Clerk’s Communications

City Clerk Reid gave a summary of public comments made by James Engelman and Debbie Hillman.

Public Comment

Scott Gingold | Opposed the NU zoning text amendment.  
Harris Miller | Asked City Council to oppose the NU zoning text amendment. Said the 2 year program will give preferential treatment to Northwestern over Evanston/Wilmette residents. It will increase the traffic congestion in the neighborhood.  
Bruce Enenbach | Opposed the NU zoning text amendment.  
Mike Vasilco | Requested to have Ordinance 135-O-19 removed from the agenda because of the failure by Northwestern University to provide proper documentation to help City Council make an informed decision. Said Northwestern was being misleading by providing inaccurate numbers for parking spaces available at their stadium.  
Carrie Van Hoff | Opposed the NU zoning text amendment. Said Northwestern did not provide any evidence to prove their proposed zoning text amendment meets the standards by the city.
Gary Kull  Believes the decision to grant Northwestern a change in the zoning text amendment will set a precedence in the future to allow Northwestern to continue to expand in Evanston without having to follow the proper procedure.  Watch

Andy Berman  Opposed the NU zoning text amendment.  Watch

Mary Rosinski  Voiced her opposition to the proposed NU zoning text amendment.  Watch

Doreen Price  Shared a message about Veteran’s Day.  Watch

Lin Troutman  Opposed the NU zoning text amendment. Claimed the proposed text amendment is actually a map amendment, which would require seven to nine votes. It would also allow citizens to overturn any map amendment if 30% of the people who live within 500 ft of the affected area are opposed to the change.  Watch

Carl Klein  Proposed to have City Council set a payment in lieu of taxes for Northwestern University.  Watch

Ray Friedman  Questioned why residents are expected to follow the City Code and Ordinances while Northwestern is given special treatment and not required to do so.  Watch

Virgina Mann  Expressed her concerns over the lack of due process for the Northwestern proposed zoning text amendment. She said the numerous businesses and residents reaching out to City Council members in opposition to the proposed text amendment should be a clean indication to not vote in favor of the ordinance.  Watch

Jill Greer  Requested City Council to hold the vote on the proposed NU text amendment until a reasonable solution for traffic, parking and safety can be properly analyzed.  Watch

William Siroky  Opposed the NU zoning text amendment because Northwestern failed to meet the burden of proof to show this change would be a positive amendment to the community. Northwestern has failed to provide documents previously requested by City Council and some data that was given was proven to be flawed.  Watch

Misty Witenberg  Talked about the Ethics Ordinance and the provisions that were removed.  Watch

Lori Keenan  Opposed the NU zoning text amendment. Said Northwestern has not provided adequate facts or evidence.  Watch

Ken Proskie  Requested each City Council member to explain their vote to either
support or oppose the NU zoning text amendment.

Margret Forst

Opposed the NU zoning text amendment. Said Northwestern has not provided adequate facts or evidence. Asked City Council to vote against the proposed text amendment. Watch

John Austin

Asked City Council to abide by the rule of law and not support the NU text amendment because Northwestern has failed to support its burden of proof. Watch

Christine Froula

Strongly opposed violating the City of Evanston zoning ordinance with a lack of due process. Voiced her opposition to the NU zoning text amendment. Watch

Kate Sullivan

Shared her experience of living next to the Welsh-Ryan Arena. Described several inconveniences of living next to the stadium such as traffic, trespassing and littering. Watch

Nancy Metzger

Shared her thoughts on the proposed text amendment for Northwestern. Watch

Alex Turik

Talked about the proposed self-storage tax. Said the tax will negatively impact low-income residents, students, minorities and the elderly. Said business owner will not be willing to take on the burden of paying for the tax, but will instead pass the fee to their customers. Watch

Dave Davis

Northwestern’s Executive Director of Neighborhood and Community Relations who spoke in support of Ordinance 135-O-19. He said the pilot program would simply allow the University to host different types of events in a U2 District. It would limit the number of attendees to 7,000 indoors and 3,000 attendees outdoor. Said the added events would be consistent to the events currently taking place at the stadium. Said the proposal would not modify any facility in the U2 District, no construction, no changes to any structures, no renovations and no change in services. He also said the benefits to the community include added events and new revenues. Watch

Mike Polisky

Northwestern’s Deputy Director of Athletics for External Affairs who spoke in support of Ordinance 135-O-19. Asked City Council for their support and allow Northwestern the opportunity to do things the right way. Watch

Elliot Zashin

Talked about a petition being circulated in the community to place a referendum on the spring election ballot to create a process that gives residents the ability to place policy measures via referendum. Watch

Timothy Guimond

Strongly disagreed with Northwestern staff who stated the proposed zoning text amendment would not cost the city any money. Said the...
property values will decrease.

Yvi Russel Voiced her opposition to the NU zoning text amendment.

Special Order of Business

SP1. FY 2020-21 Proposed Budget Discussion

Staff recommends City Council continue discussions regarding items in the FY 2020-21 Proposed Budget.

For Discussion

Consent Agenda

M1. Staff recommends approval of the Minutes of the Regular City Council Meeting of October 28, 2019.

For Action
Approved on Consent Agenda

A1. Approval of the City of Evanston Payroll and Bills

City Council approved the City of Evanston Payroll for the period of October 14, 2019 through October 27, 2019 in the amount of $2,834,639.74, Bills List for November 12, 2019 in the amount of $3,014,798.95 and credit card activity for the period ending September 26, 2019 in the amount of $175,489.92.

For Action
Approved on Consent Agenda

A2. Approval of BMO Harris Amazon Credit Card Activity

City Council approved the City of Evanston’s BMO Harris Amazon Credit Card Activity for the period ending September 26, 2019 in the amount of $4,729.44.

For Action
Passed 8-1-0
Ald. Suffredin abstained
A3. Approval of 2019-2020 Snow Towing Operation Contracts

City Council authorized the Interim City Manager to execute contract(s) for Snow Towing Services in an amount not to exceed $60,000. Funding for snow towing contractors is provided by the Snow and Ice Control General Fund Account (100.40.4550.62451). A list of various towing companies is attached.

For Action
Approved on Consent Agenda

A4. Approval of the 2019 Holiday Parking Program

City Council approved a Holiday Parking Validation program for paid parking sessions on the ParkEvanston app beginning November 30, 2019 through January 4, 2020.

For Action
Approved on Consent Agenda

A5. Sole-Source Purchase of Dell Video Archive Storage Array Expansion Chassis for the Robert Crown Community Center, Library and Ice Complex

City Council authorized the Interim City Manager to purchase of a Compellent SC400 expansion storage chassis as part of the Robert Crown Community Center, Library and Ice Complex project from Dell Computer Corp. (P.O. Box 802816, C/O Dell USA L.P., Chicago, IL 60680-2816) in the amount of $39,600.13. This is a solesource purchase. The storage chassis will be used in connection with the IP Security cameras/videos at the new Center. Funding for this purchase will be from the Crown Construction Fund (Account 416.40.4160.65555 - 616017).

For Action
Approved on Consent Agenda

A6. Pre-Qualification of Contractors for Cured-In-Place (CIPP) Rehabilitation of Sewer Mains (RFQ 19-51)

City Council approved the following contractors as pre-qualified to perform Cured-In-Place Pipe (CIPP) rehabilitation in the City’s sewer system for a three-year period (2020, 2021 and 2022); Benchmark Construction Co., Inc. (2260 Southwind Boulevard, Bartlett, IL), Granite Inliner, LLC (2215 Sanders Road, Suite 400, Northbrook, IL), Hoerr Construction, Inc. (1416 County Road 200N, PO Box 65, Goodfield, IL), Insituform Technologies, USA, Inc. (17888 Edison Ave., Chesterfield, MO), SAK Construction, LLC. (864 Hoff Rd., O’Fallon MO), and Visu-Sewer, Inc. (W230 N4855 Betker
Drive, Pewaukee, WI). No funding is required at this time. Bids for specific CIPP sewer rehabilitation contracts will only be opened from the list of pre-qualified contractors. When these projects are awarded, they will be funded from the Sewer Fund (Account 515.40.4535.62461).

**For Action**
Approved on Consent Agenda

**A7. Sole-Source Contract with DualTemp Clauger for Ice Refrigeration Maintenance Services at the Robert Crown Community Center, Ice Complex and Library**

City Council authorized the City Manager to execute a sole-source contract with DualTemp Clauger (4301 South Packers Avenue, Chicago, IL 60609) to provide ice refrigeration maintenance services for the Robert Crown Community Center Ice Complex and Library in the amount of $44,223.36. This contract will be for one year. Funding for the purchase will be from the Crown Construction Fund (Account 416.40.4150.65515 – 616017).

**For Action**
Approved on Consent Agenda

**A8. Sole-Source Contract with Forward Space for the Miscellaneous Fixtures and Equipment, Purchase B at the Robert Crown Community Center, Ice Complex and Library**

City Council authorized the City Manager to execute a sole-source contract with Forward Space (1142 N. North Branch Street, Chicago, Illinois 60642) to provide Miscellaneous Fixtures and Equipment, Purchase B for the Robert Crown Community Center, Ice Complex and Library in the amount of $93,496.22. 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 $641,644.48 has been committed.

**For Action**
Approved on Consent Agenda
A9. Change Order No. 2 for 2019 Structure Lining (Bid No. 19-15)

City Council authorized the City Manager to execute Change Order No. 2 for the 2019 Structure Lining (Bid No. 19-15) with Midas Midwest, LLC d/b/a Culy Contracting (5 Industrial Park Drive, P.O. Box 29, Winchester, IN 47394) for a 60 day contract extension. There is no change to the contract amount associated with this change order. Funding for this project is provided by the Sewer Fund (Account 515.40.4535.62461-419005) which has an approved FY 2019 budget of $165,000 for this work.

For Action
Approved on Consent Agenda

A10. Change Order No. 2 to the Contract With Bodala LLC dba Central Rug and Carpet for the Fleetwood-Jourdain Interiors Renovation (RFP 19-13)

City Council authorized the City Manager to execute Change Order No. 2 to the contract for the Fleetwood-Jourdain Interior Renovation (RFP 19-13) with Bodala, LLC dba Central Rug and Carpet (3006 Central Street, Evanston, IL) in the amount of $13,224. This will increase the current overall contract amount from $651,349 to $664,573. 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 other projects awarded in 2019.

For Action
Approved on Consent Agenda


City Council adopted Resolution 86-R-19, to approve Outside Counsel Litigation Procedures and Billing Guidelines.

For Action
Approved on Consent Agenda
A12. **Resolution 120-R-19, Referendum for Nonpartisan Elections**

Staff recommends City Council adoption of Resolution 120-R-19, which will add a referendum question on whether the City should hold partisan or nonpartisan elections to the ballot of the March 17, 2020 election.

**For Action**

**Held in Committee**

A13. **Resolution 121-R-19, Authorizing the City Manager to Execute an Agreement with Motivate International, Inc. for the Divvy Bicycle Program**

City Council adopted Resolution 121-R-19, Authorizing the City Manager to execute an agreement with Motivate International, Inc., for a period of 5 years to expand the Evanston Divvy Bikeshare Program ("Divvy Program") and to remove the financial cost to the City. Staff anticipates the budgeted amount for Divvy expenses will be cost neutral for the length of the contract.

**For Action**

**Passed 8-1**

**Ald. Fleming voted “No”**

A14. **Resolution 123-R-19, Authorizing the Interim City Manager to Execute a Lease Agreement with Illinois State Representative, Robyn Gabel, for Office Space in the Civic Center**

City Council adopted Resolution 123-R-19, authorizing the City Manager to execute a lease agreement with Robyn Gabel, Illinois State Representative for the 18th District, for office space in the Civic Center. The lease will be for a one year term (December 1, 2019 to November 30, 2020) at a rental rate of $5,335/per year ($444.58/per month).

**For Action**

**Passed 9-0**

A15. **Ordinance 117-O-19, Approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area**

City Council adopted Ordinance 117-O-19, approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area.

**For Introduction**

**Passed 7-2**

**Ald. Suffredin and Ald. Fleming voted “No”**
A16. **Ordinance 118-O-19, Designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act**

City Council adopted Ordinance 118-O-19, designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

**For Introduction**
Passed 7-2

Ald. Suffredin and Ald. Fleming voted “No”

**Motion:** Ald. Braithwaite  
**Second:** Ald. Rainey

A17. **Ordinance 119-O-19, Adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area**

City Council adopted Ordinance 119-O-19, adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area.

**For Introduction**
Passed 7-2

Ald. Suffredin and Ald. Fleming voted “No”

**Motion:** Ald. Braithwaite  
**Second:** Ald. Fiske

A18. **Ordinance 142-O-19, Amending City Code Section 7-12-17, City Waterworks System "Charges, Rates, Fees and Penalties"**

City Council adopted Ordinance 142-O-19, amending City Code Section 7-12-17 "Charges, Rates, Fees and Penalties," increasing the water meter charges and water rates by 5.4%. This increase has a corresponding decrease to the sewer rate and is cost-neutral to Evanston residents.

**For Introduction**
Approved on Consent Agenda

A19. **Ordinance 143-O-19, Amending City Code Section 7-13-3 to Decrease Sewer User Rates**

City Council adopted Ordinance 143-O-19, amending City Code Section 7-13-3 to reduce the sewer user rate by 4.46%, from $3.39 to $3.24 per billing unit (100 cubic feet of water consumed).

**For Introduction**
Approved on Consent Agenda
A20. Ordinance 145-O-19, Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Parking on Simpson Street

City Council adopted Ordinance 145-O-19, amending various sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” pertaining to parking on Simpson Street.

For Introduction
Approved on Consent Agenda


City Council adopted Ordinance 152-O-19, amending portions of the City Code following the enactment of the Illinois Cannabis Regulation and Tax Act to address possession of recreational marijuana and associated paraphernalia.

For Introduction
Approved on Consent Agenda

A22. Ordinance 141-O-19, Authorizing the City Manager to Execute a Lease of City-Owned Real Property Located at 633 Howard Street with 633 Outpost, LLC, doing business as “Estación”

City Council adopted Ordinance 141-O-19 authorizing the City Manager to negotiate the lease of City-owned property located at 633 Howard Street. Alderman Rainey requests suspension of the rules for introduction and action at the November 11, 2019 City Council meeting.

For Introduction
Approved on Consent Agenda

A23. 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.
Motion to insert language that indicates a simple majority of the Board of Ethics is required.
Passed 9-0

Motion to table item until the regular City Council meeting of November 25, 2019
Passed 9-0

For Action
Item tabled for meeting of November 25, 2019

A24. Ordinance 98-O-19, Amending City Code Title 3, Chapter 31 Regarding the Regulation of Collection Boxes

City Council adopted 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 Action
Approved on Consent Agenda

A25. Ordinance 129-O-19, Amending City Code Section 1-17-1 “Purchases of Goods and Services”

City Council adopted 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 Action
Approved on Consent Agenda
City Council adopted 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 Action
Passed 7-2
Ald. Suffredin and Ald. Fleming voted “No”

P1. Ordinance 135-O-19, Amending Portions of the Zoning Ordinance Related to Permitted Uses within the U2 Zoning District

City Council approved a text amendment to the Zoning Ordinance to revise language regarding permitted uses in the U2 University Athletic Facilities District.

Motion to amend condition #2 to read “Sponsors of the temporary event shall provide written notice to residents within five hundred (500) feet of the event site at the same time that they submit an application for a Special Event Permit for the temporary event”
Passed 9-0

Motion to amend condition #10 and strike “with the exception of” and add the word “Including” and strike the last phrase of the sentence “which shall not exceed thirty minutes before or after the aforementioned times.”
Passed 9-0
Motion to amend the last paragraph of the text amendment to add the sentence “This text amendment shall not create a precedent for future uses in the U2 District”
Passed 9-0

For Action
Passed 5-4  Alds. Revelle, Fleming, Wynne and Suffredin voted “No”

ED1. Ordinance 125-O-19, Amending Portions of City Code Sections to Remove the Requirement for Business Licenses and Implement a Business Registration Program
City Council adopted Ordinance 125-O-19, Amending Portions of City Code Sections to Remove the Requirement for Business Licenses and Implement a Business Registration Program, amending Title 3, "Business Regulations", replacing business licenses with a business registration program for all for-profit entities operating. This will include the addition of home-based and state licensed businesses to the registration program.

Motion to send back to the Economic Development Committee
Passed 9-0

For Introduction
Sent to Economic Development Committee

HS1. Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission”
City Council adopted Ordinance 79-O-19, Creating Title 2, Chapter 15 of the Evanston City Code Forming a “Citizen Police Review Commission.”

Motion to amend the Ordinance to strike the non-disclosure agreement (NDA) requirement.
Passed 8-1  Ald. Fiske voted “No”

For Action
Passed 9-0
AP1. **For Reappointment to:**

Arts Council  Beth Adler

**For Action**

Approved on Consent Agenda

**Call of the Wards**

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:</td>
<td>No Report</td>
</tr>
<tr>
<td>2:</td>
<td>Encouraged residents to attend the Mayor's Town Hall Meeting at Temperance Beer Co. on Thursday, November 14, 2019 at 7:00 p.m.</td>
</tr>
<tr>
<td>3:</td>
<td>No Report</td>
</tr>
<tr>
<td>4:</td>
<td>No Report</td>
</tr>
<tr>
<td>5:</td>
<td>Ward meeting on Wednesday, November 13, 2019</td>
</tr>
<tr>
<td>6:</td>
<td>Made two referrals to the Rules Committee. The first was regarding the use of a song by The Lumineers at the start of City Council and the second referral is related to the use of the Mayor's name being placed on City programs.</td>
</tr>
<tr>
<td>7:</td>
<td>Made a referral to the Rules Committee to review the format for public comment at Committee meetings.</td>
</tr>
<tr>
<td>8:</td>
<td>No Report</td>
</tr>
<tr>
<td>9:</td>
<td>Made referral to A&amp;PW for more information regarding food purchase for Committees. Would like to have a discussion at A&amp;PW regarding staff compensation.</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 agenda items regarding personnel, litigation and minutes. These agenda items are permitted subject to be considered in Executive Session and are an enumerated exceptions under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(1)(11)(21). 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
From: Michelle Masoncup, Director
CC: Hitesh Desai, Chief Financial Officer
Subject: Ordinance 99-O-19, Adding Section 20 to Establish the “Adult Use Cannabis Retailers’ Occupation Tax”
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 99-O-19 “Amending Title 3, Chapter 2, “Municipal Occupation Taxes” of the City of Evanston by Adding a New Section 20 ‘Adult Use Cannabis Retailers’ Occupation Tax’”.

Council Action:
For Action

Summary:
The Illinois General Assembly passed the Cannabis Regulation and Tax Act (the “Act”) on May 31, 2019. The Act allows a municipality, both home rule and non-home rule, to adopt ordinances to impose a local tax on the operation of a cannabis dispensary. The rate of tax cannot exceed 3% of the dispensary's gross receipts from the sale of non-medical cannabis. If imposed, the tax may only be imposed in 0.25% increments. The tax will be collected and enforced by the Department of Revenue, which will retain 1.5% of the amount distributed to each municipality as an administrative fee.

Under the Act, municipalities cannot begin collecting taxes January 1, 2020, when the sale of recreational cannabis becomes legal. As currently written, the statute provides that the Department of Revenue will begin administering the tax on September 1, 2020.

Other related taxes from cannabis sales, including State and Home Rules sales taxes, will be imposed on the sale of recreational cannabis. A share of State sales tax (1% of the State’s 6.25%) and all Home Rule sales tax (1.25% of sales), less a collection fee of 1.5% of the total withheld by the Illinois Department of Revenue, would be received by the City. The total taxation through various taxes, including the municipal tax, is 40-45% of the purchase price.

Summary of taxes assessed:
• Cultivation – 7% on wholesale (State tax) and applies to cultivators, craft growers, or processors who sell to dispensing organizations

• Dispensaries – Cannabis Purchaser Excise Tax (State)
  1. 10% on raw cannabis
  2. 20% on all cannabis infused products
  3. 25% on raw cannabis with THC above 35%

• Municipal Tax: up to 3% of retail purchase price

• County Cannabis Tax: 3% incorporated areas and 3.75% unincorporated areas

• Existing state, county, and local sales taxes will also apply

**Attachments:**

[Ordinance 99-O-19 Adult Use Cannabis Retailers Occupation Tax](#)
99-O-19

AN ORDINANCE

Amending Title 3, Chapter 2, “Municipal Occupation Taxes” of the City of Evanston by Adding a New Section 20 “Adult Use Cannabis Retailers’ Occupation Tax”

WHEREAS, the City of Evanston (“City”) as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970 has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Cannabis Regulation and Tax Act, Public Act 101-27 (the “Act”), was signed into law and went into effect on June 25, 2019; and

WHEREAS, the Municipal Cannabis Retailers’ Occupation Tax Law, 65 ILCS 5/8-11-22 (the “Law”), was enacted as part of the Act; and

WHEREAS, the Law provides that the City may “impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail” in the City “on the gross receipts from these sales made in the course of that business” in an amount not to exceed “3% of the gross receipts;” and

WHEREAS, pursuant to said authority and the City’s home rule powers, the City has determined to impose a tax on persons engaged in the business of selling cannabis at retail within the City pursuant to the Law as set forth in this Ordinance; and
WHEREAS, the tax imposed herein shall be imposed and take effect on
the earliest date provided in the Act and the Law and any amendments thereto,

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

SECTION 1: The above recitals are incorporated herein as though fully
set forth.

SECTION 2: Title 3, Chapter 2 of the Evanston City Code of 2012, as
amended, is hereby amended to add a new Section 20 entitled “Adult Use Cannabis
Retailers’ Occupation Tax” to read as follows:

3-2-20. – ADULT USE CANNABIS RETAILERS’ OCCUPATION TAX.

3-2-20-1. - ADULT USE CANNABIS RETAILERS’ OCCUPATION TAX IMPOSED.

A tax is imposed upon any person engaged in the business of selling cannabis, other
than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot
Program Act, 410 Illinois Compiled Statutes 130/1 et seq., at retail in the City of
Evanston on the gross receipts from these sales made in the course of that business at
the rate of three percent (3.0%). This tax shall be in addition to any and all other taxes
imposed upon such sales and is imposed pursuant to the Municipal Cannabis Retailers’

3-2-20-2. - COLLECTION OF TAX BY THE ILLINOIS DEPARTMENT OF
REVENUE.

The tax imposed by this Section, and all civil penalties that may be assessed as an
incident of the tax shall be collected and enforced by the Department of Revenue of the
State of Illinois. The Department shall have the full power to administer and enforce the
provisions of this Section.

3-2-20-3. - DEPOSIT OF FUNDS.

All proceeds resulting from the imposition of the tax set forth in this Section, including
interest and penalties, shall be deposited in the City’s general fund.

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: A certified copy of this Ordinance shall immediately be filed by the City with the Illinois Department of Revenue.

SECTION 6: This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

SECTION 7: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2019

Adopted:___________________, 2019

Approved:___________________, 2019

Stephen H. Hagerty, Mayor

Attest:____________________________

Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
Subject: Ordinance 136-O-19, 2019 City of Evanston Tax Levy
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Tax Levy Ordinance 136-O-19, which levies the annual property tax for General Operations, Human Services Fund, Illinois Municipal Retirement Fund (IMRF), Police and Fire Pension Funds, and the Solid Waste Fund totaling $34,851,018 as extended (including 3% loss factor). This represents an increase of 10.8% over the 2018 levy of $31,458,362 as extended.

Council Action:
For Action

Summary:
Each year the City of Evanston must levy a specific dollar amount of property taxes with Cook County. These property tax levies are used to pay for general operations of the City, IMRF, Police and Fire Pension obligations, General Assistance Fund, Library operations and the Solid Waste Fund. Levies for the Library, General Assistance, and Special Service Areas are provided under separate ordinances. The County automatically levies the amounts related to debt service, which is explained in greater detail below.

The table below is a summary of the 2019 Levies as extended including allowable loss factor of 3% by the Cook County as listed in the attached Tax Levy Ordinance:

2019 Proposed City Levy (per 2020 Proposed Budget)

<table>
<thead>
<tr>
<th>Levy</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Corporate Levy</td>
<td>$7,633,673</td>
</tr>
<tr>
<td>IMRF Pension Levy</td>
<td>$2,155,296</td>
</tr>
<tr>
<td>Human Services Fund Levy</td>
<td>$3,206,186</td>
</tr>
<tr>
<td>Solid Waste Fund Levy</td>
<td>$1,373,711</td>
</tr>
<tr>
<td>Fire Pension Levy</td>
<td>$9,244,368</td>
</tr>
<tr>
<td>Police Pension Levy</td>
<td>$11,237,784</td>
</tr>
<tr>
<td><strong>Total City Levy</strong> (excluding Debt Service, General Assistance, Library)</td>
<td><strong>$34,851,018</strong></td>
</tr>
</tbody>
</table>
Detail of all levies and loss factors are shown in the attachment. The City's budget is based on the net levy, which is the amount the City expects to collect after the loss factor. The 2019 proposed City net levy is $33,805,487. This is an increase of $2,976,292 or 9.7% over the 2018 City net levy of $30,829,195. With the addition of the loss factor the 2019 proposed City gross levy is $34,851,018. This is an increase of $3,392,655 or 10.8% over the 2018 City gross levy of $31,458,362.

Adding the Debt Service, General Assistance, and Library Fund levies, the total proposed net levy for 2019 is $55,139,563. This is an increase of $5,426,938 or 10.9% over the 2018 total net levy of $49,712,625. With the addition of the loss factor, the 2019 total gross levy is $57,127,104. This is an increase of $6,629,189 or 13.1% over the 2018 total gross levy of $50,497,915.

The levy for general obligation debt service is handled differently than a municipal levy for general operating or pension contribution expenses. When a municipality in Cook County issues general obligation debt, the debt amortization schedule is filed with the County after issuance of the bonds, and the County will automatically levy an amount including an allowable 5% loss factor on behalf of the municipality to make the necessary debt payments for both principal and interest. Therefore, the City of Evanston does not levy an annual amount for debt service since the County already does so. Rather, the City must approve and file the necessary abatements for any amounts the City does not desire the County to automatically levy. These tax levy abatements will be introduced to the City Council on November 18, 2019.

Questions regarding the Tax Levy may be directed to the City Treasurer at:

Hitesh Desai
Treasurer
847.448.8082
HDesai@cityofevanston.org

Attachments:
Property Tax Attachment
136-O-19 2019 Tax Levy Gen Fund ordinance
136-O-19 Property Tax Exhibits
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND - CORPORATE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>10,552,578</td>
<td>7,633,673</td>
<td>(2,918,904)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>211,052</td>
<td>229,010</td>
<td>17,959</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td><strong>$ 10,341,526</strong></td>
<td><strong>$ 7,404,663</strong></td>
<td>(2,936,863)</td>
<td></td>
<td>-28.4%</td>
</tr>
<tr>
<td><strong>GENERAL FUND - IMRF PENSION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Levy</td>
<td>1,534,466</td>
<td>2,155,296</td>
<td>620,830</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss Factor*</td>
<td>30,689</td>
<td>64,659</td>
<td>33,970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Levy</td>
<td><strong>$ 1,503,777</strong></td>
<td><strong>$ 2,090,637</strong></td>
<td>586,860</td>
<td></td>
<td>39.0%</td>
</tr>
<tr>
<td><strong>HUMAN SERVICES FUND</strong></td>
<td></td>
<td></td>
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*A loss factor is applied to all levies by Cook County.
AN ORDINANCE

Levying Taxes in the City of Evanston, County of Cook, and State of Illinois, for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020

WHEREAS, the City of Evanston, Illinois, has heretofore adopted an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, which said Budget document was reviewed at a public hearing and copies of which said Budget document have been continuously available for public inspection at the office of the City Clerk of the City of Evanston at the Civic Center, 2100 Ridge Avenue, Evanston, Illinois, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except holidays; and

WHEREAS, said Budget document contains the expenditures to be made with the monies collected through taxation and other sources during said fiscal year; and

WHEREAS, the City of Evanston, Illinois, is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois, which said Constitution, in Section 6(a) thereof, grants unto the City of Evanston as a Home Rule unit of local government the power to tax;

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

SECTION 1: That, in order to meet expenses and liabilities of the City of Evanston, Illinois, for the current fiscal year beginning January 1, 2020, there is hereby levied on all real property subject to taxation within the corporate limits of said City of Evanston as assessed and equalized for the year 2019 the sum of Thirty-Four million,
Eight hundred Fifty-One thousand, Eighteen dollars ($34,851,018), being the total of the budget legally made plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of the City of Evanston for the year 2019 and all corporate purposes appropriated and specifically referred to in the FY 2020 proposed Budget to the City Council. Budgeted Funds are to be collected from the tax levy of the current fiscal year of the City of Evanston, Illinois, for:

- General Corporate Levy (per FY 20 proposed budget) $ 7,633,673
- IMRF Pension Levy (per FY20 proposed budget) $ 2,155,296
- Human Services Fund Levy (per FY 20 proposed budget) $ 3,206,186
- Solid Waste Fund Levy (Per FY 20 proposed budget) $ 1,373,711
- Fire Pension Levy (per FY 20 proposed budget) $ 9,244,368
- Police Pension Levy (per FY20 proposed budget) $11,237,784

Total Levy (excluding Debt Service, General Assistance and Library) $34,851,018. Cook County will levy debt service including 5% loss factor based on the debt amortization schedules and 2019 abatements filed with Cook County.

The specific amounts hereby levied for the various purposes and funds are designated by being placed in separate columns under the heading “To Be Raised By Taxation,” and are identified in that manner on the following pages of this Ordinance.

**SECTION 2:** That there be budgeted for the City of Evanston: A) Seven million, Six hundred and thirty-three thousand, six hundred and seventy-three dollars ($7,633,673) for the General Corporate Purposes; B) Two million, One hundred and Fifty-five thousand, two hundred ninety-six dollars ($2,155,296) for the Illinois Municipal Retirement Fund Pension (IMRF); C) Three million two hundred and six thousand, one hundred and eighty-six dollars ($3,206,186) for the Human Services Fund; D) One Million, Three hundred Seventy-Three Thousand, Seven hundred Eleven dollars ($1,373,711) for the Solid Waste Fund; E) Nine million, Two hundred Forty-Four thousand, Three hundred Sixty-Eight dollars ($9,244,368) for the Fire Pension Fund;
and F) Eleven million, Two hundred Thirty-Seven thousand, Seven hundred Eighty-four dollars ($11,237,784) for the Police Pension Fund, as outlined in the City of Evanston Tax Levy Filing with Cook County FY 2020 Budget – Tax Levy Year 2019 to be Received in FY 2020, attached hereto as "Exhibit 1" and incorporated herein by reference.

**SECTION 3:** That the foregoing recitals are found as fact and made a part hereof.

**SECTION 4:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5:** That this Ordinance 136-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:______________, 2019  Approved:
Adopted:______________, 2019  ________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

_______________________________
Devon Reid, City Clerk  Michelle Masoncup, Corporation Counsel

~3~
### FY2020 Budget Sources

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| Total to be Levied       | 7,633,673     |               |
| Loss Factor              | 229,010       |               |
| Amount to be raised by taxes | 7,404,663 |
## 136-O-19 Exhibit 2

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Total to be Levied: 2,155,296
Loss Factor: 64,659
Amount to be raised by taxes: 2,090,637
## FY2020 Budget Sources

### 176 HUMAN SERVICES FUND

#### Salary and Benefits

<table>
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<th>Account</th>
<th>Description</th>
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#### Services and Supplies

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#### Miscellaneous

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<td>Aging Well Conference Expenses</td>
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#### Interfund Transfers

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#### Community Sponsored Organizations

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**Grand Total**

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Total to be Levied: 3,206,186
Loss Factor: 96,186
Amount to be raised by taxes: 3,110,000
### FY2020 Budget

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Total to be Levied 1,373,711
Loss Factor 41,211
Amount to be raised by taxes 1,332,500
700  FIRE PENSION FUND

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<td>61715 - Pension Management Fees</td>
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<td>61795 - QILDRO'S</td>
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Total to be Levied 9,244,368
Loss Factor 277,331
Amount to be raised by taxes 8,967,037
### 705 POLICE PENSION FUND

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- Total to be Levied: 11,177,981
- Loss Factor: 277,331
- Amount to be raised by taxes: 10,900,650
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Kate Lewis-Lakin, Budget Coordinator
Subject: Ordinance 137-O-19, General Assistance 2019 Tax Levy
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Tax Levy Ordinance 137-O-19, which levies the annual property tax for General Assistance in the amount of $1,113,402 as extended (including 3% loss factor). This represents an increase of 21.2% over the 2018 levy of $918,367 as extended.

Council Action:
For Action

Summary:
Ordinance 137-O-19 is the annual tax levy for the General Assistance Fund. The proposed 2019 net levy for General Assistance is $1,080,000. This is an increase of $180,000 or 20% over the 2018 net levy of $900,000.

Adding the 3% loss factor, the proposed 2019 gross levy for General Assistance is $1,113,402. This is an increase of $195,035 or 21.2% over the 2018 gross levy of $918,367.

Questions regarding this ordinance may be forwarded to:

Hitesh Desai
Treasurer
847.448.8082
HDesai@cityofevanston.org

Attachments:
Ordinance 137-O-19 2019 General Assistance Tax Levy
Ordinance 137-O-19 Exhibit General Assistance
AN ORDINANCE

Levying Taxes for the General Assistance Fund in the City of Evanston, County of Cook, and State of Illinois, for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020

WHEREAS, the City of Evanston, Illinois, has heretofore adopted an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, which said Budget document was reviewed at a public hearing and copies of which said Budget document have been continuously available for public inspection at the office of the City Clerk of the City of Evanston at the Civic Center, 2100 Ridge Avenue, Evanston, Illinois, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except holidays; and

WHEREAS, said Budget document contains the expenditures to be made with the monies collected through taxation and other sources during said fiscal year; and

WHEREAS, the City of Evanston, Illinois, is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois, which said Constitution, in Section 6(a) thereof, grants unto the City of Evanston as a Home Rule unit of local government the power to tax;

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

SECTION 1: That, in order to meet expenses and liabilities for the General Assistance Fund of the City of Evanston, Illinois, for the current fiscal year beginning January 1, 2020, there is hereby levied on all real property subject to taxation
within the corporate limits of said City of Evanston as assessed and equalized for the year 2019 the sum of One Million, One Hundred Thirteen Thousand Four Hundred and Two dollars ($1,113,402), being the total of the budget legally made plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of the City of Evanston for the year 2019 for General Assistance Fund Purposes appropriated and specifically referred to in the FY 2020 proposed Budget. The specific amounts hereby levied for the General Assistance Fund purposes is designated by being placed in separate column under the heading “To Be Raised By Taxation,” and is identified in that manner on the following pages of this Ordinance.

SECTION 2: That there be appropriated for the City of Evanston: The sum of One Million, One Hundred Thirteen Thousand Four Hundred and Two dollars ($1,113,402), for the General Assistance Fund Purposes, as outlined in the City of Evanston Tax Levy Filing with Cook County FY20 Budget – Tax Levy Year 2019 to be Received in FY20, attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 3: That the foregoing recitals are found as fact and made a part hereof.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That this Ordinance 137-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________ , 2019  Approved:

~2~
Adopted:___________________, 2019  ____________________________, 2019

________________________________
Stephen H. Hagerty, Mayor

Attest:  

Approved as to form:

Devon Reid, City Clerk  
Michelle Masoncup, Corporation Counsel
137-O-19 Exhibit 1

<table>
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<td>61615 - LIFE INSURANCE</td>
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<td>61730 - MEDICARE</td>
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<td>64568 - TRANSPORTATION EXPENSE- GA CLIENT</td>
<td>5,000</td>
<td>5,000</td>
<td></td>
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<tr>
<td>64569 - 50/50 WORK PROGRAM- GA CLIENT</td>
<td>1,500</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>64570 - CLIENT OTHER NEEDS- GA CLIENT</td>
<td>1,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>64573 - ALL OTHER PHYSICIANS- GA CLIENT</td>
<td>500</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>64574 - MEDICAL EXPENSES - GA CLIENT</td>
<td>300</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>64578 - PSYCH OUTPATIENT/MENTAL- GA CLIENT</td>
<td>800</td>
<td>800</td>
<td></td>
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<tr>
<td>64582 - MORTGAGE/RENTAL EXPENSE-EAS CLIENT</td>
<td>30,000</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>64584 - FOOD VOUCHERS - EMERGENCY-EAS CLIENT</td>
<td>1,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>64585 - UTILITIES - COMED-EAS CLIENT</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>64586 - UTILITIES - NICOR-EAS CLIENT</td>
<td>8,000</td>
<td>8,000</td>
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<tr>
<td>64587 - UTILITIES - COE WATER -EAS CLIENT</td>
<td>5,000</td>
<td>5,000</td>
<td></td>
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<tr>
<td>64588 - CLIENT OTHER NEEDS - EAS CLIENT</td>
<td>1,500</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>65025 - FOOD</td>
<td>1,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>65095 - OFFICE SUPPLIES</td>
<td>3,232</td>
<td>3,232</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>1,315,848</strong></td>
<td><strong>235,848</strong></td>
<td><strong>1,080,000</strong></td>
</tr>
</tbody>
</table>

Total to be Levied: 1,113,402
Loss Factor: 33,402
Amount to be raised by taxes: 1,080,000

Page 5 of 5
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Karen Danczak Lyons, Library Director
Subject: Ordinance 138-O-19, 2019 Evanston Library Fund Tax Levy
Date: November 25, 2019

Recommended Action:
The Library Board recommends City Council adoption of Tax Levy Ordinance 138-O-19, per Library Board action on October 27, 2019 which levies the annual property tax for the Evanston Public Library in the amount of $7,476,289 as extended (including 3% loss factor). This represents an increase of 8.5% over the 2018 levy of $6,887,755 as extended.

Council Action:
For Action

Summary:
Ordinance 138-O-19 is the annual tax levy for the Library Fund. The proposed 2019 net levy for Library Fund is $7,252,000. This is an increase of $502,000 or 7.4% over the 2018 net levy of $6,750,000.

Adding the 3% loss factor, the proposed 2019 gross levy for the Library Fund is $7,476,289. This is an increase of $588,534 or 8.5% over the 2018 gross levy of $6,887,755.

Questions regarding this ordinance may be forwarded to:

Hitesh Desai
Treasurer
847.448.8082
HDesai@cityofevanston.org

Karen Danczak Lyons
Library Director
847.448.8655
kdanczaklyons@cityofevanston.org
Attachments:
Ordinance 138-O-19 Library 2019 Tax Levy
Ordinance 138-O-19 Exhibit Library
138-O-19

AN ORDINANCE

Levying Taxes for the Library Fund
in the City of Evanston, County of Cook,
and State of Illinois, for the Fiscal Year Beginning
January 1, 2020 and Ending December 31, 2020

WHEREAS, the City of Evanston, Illinois, has heretofore adopted an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, which said Budget document was reviewed at a public hearing and copies of which said Budget document have been continuously available for public inspection at the office of the City Clerk of the City of Evanston at the Civic Center, 2100 Ridge Avenue, Evanston, Illinois, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except holidays; and

WHEREAS, said Budget document contains the expenditures to be made with the monies collected through taxation and other sources during said fiscal year; and

WHEREAS, the City of Evanston, Illinois, is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois, which said Constitution, in Section 6(a) thereof, grants unto the City of Evanston as a Home Rule unit of local government the power to tax;

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

SECTION 1: That, in order to meet expenses and liabilities for the Library Fund of the City of Evanston, Illinois, for the current fiscal year beginning January 1, 2020, there is hereby levied on all real property subject to taxation within the corporate
limits of said City of Evanston as assessed and equalized for the year 2019 the sum of Seven Million, Four Hundred Seventy-Six Thousand, Two Hundred Eighty-Nine Dollars ($7,476,289), being the total of the budget legally made plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of the City of Evanston for the year 2019 for Library Fund Purposes appropriated and specifically referred to in the FY 2020 proposed budget.

The specific amounts hereby levied for the Library Fund purposes is designated by being placed in separate column under the heading “To Be Raised By Taxation,” and is identified in that manner on the following pages of this Ordinance.

SECTION 2: That there be appropriated for the City of Evanston: The sum of Seven Million, Four Hundred Seventy-Six Thousand, Two Hundred Eighty-Nine Dollars ($7,476,289), for the Library Fund Purposes, as outlined in the City of Evanston Tax Levy Filing with Cook County FY2020 Budget – Tax Levy Year 2019 to be Received in FY20, attached hereto as “Exhibit A” and incorporated herein by reference.

SECTION 3: That the foregoing recitals are found as fact and made a part hereof.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That this Ordinance 138-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
FY2020 Budget Sources Outside Levy 2019 Tax Levy

<table>
<thead>
<tr>
<th>185 LIBRARY FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Outlay</strong></td>
</tr>
<tr>
<td>65503 - FURNITURE / FIXTURES / EQUIPMENT 5,500</td>
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<tr>
<td>65550 - AUTOMOTIVE EQUIPMENT 7,000</td>
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<td><strong>Interfund Transfers</strong></td>
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<tr>
<td>62305 - RENTAL OF AUTO-FLEET MAINTENANCE 5,440</td>
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<td>62309 - RENTAL OF AUTO REPLACEMENT 4,885</td>
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<td>66131 - TRANSFER TO GENERAL FUND 274,050</td>
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<td>66132 - TRANSFER TO HUMAN SERVICES FUND 70,000</td>
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<td>69525 - TRANSFER TO WATER FUND 26,400</td>
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<td><strong>Salary and Benefits</strong></td>
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<tr>
<td>61010 - REGULAR PAY 2,936,925</td>
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<td>61050 - PERMANENT PART-TIME 1,564,169</td>
</tr>
<tr>
<td>61110 - OVERTIME PAY 20,250</td>
</tr>
<tr>
<td>61510 - HEALTH INSURANCE 593,816</td>
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<td>61615 - LIFE INSURANCE 2,119</td>
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<td>61625 - AUTO ALLOWANCE 4,800</td>
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<td>61626 - CELL PHONE ALLOWANCE 2,100</td>
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<td>61630 - SHOE ALLOWANCE 540</td>
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<td>61710 - IMRF 366,001</td>
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<td>61725 - SOCIAL SECURITY 275,338</td>
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<td>61730 - MEDICARE 64,955</td>
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<td><strong>Services and Supplies</strong></td>
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<tr>
<td>61060 - SEASONAL EMPLOYEES 54,000</td>
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<tr>
<td>62185 - CONSULTING SERVICES 153,000</td>
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<td>62205 - ADVERTISING 8,000</td>
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<td>62210 - PRINTING 8,000</td>
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<td>62225 - BLDG MAINTENANCE SERVICES 194,000</td>
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<tr>
<td>62235 - OFFICE EQUIPMENT MAINT 10,000</td>
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<tr>
<td>62245 - OTHER EQMT MAINTENANCE 1,300</td>
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<tr>
<td>62275 - POSTAGE CHARGEBACKS 2,600</td>
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<td>62290 - TUITION 15,000</td>
</tr>
<tr>
<td>62295 - TRAINING &amp; TRAVEL 42,000</td>
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<tr>
<td>62315 - POSTAGE 1,000</td>
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<tr>
<td>62340 - IT COMPUTER SOFTWARE 228,600</td>
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<tr>
<td>62341 - INTERNET SOLUTION PROVIDERS 235,000</td>
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<td>62360 - MEMBERSHIP DUES 2,100</td>
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<td>62375 - RENTALS 59,740</td>
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<td>62380 - COPY MACHINE CHARGES 12,900</td>
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<td>62506 - WORK- STUDY 9,700</td>
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<td>62705 - BANK SERVICE CHARGES 5,700</td>
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<td>64015 - NATURAL GAS 29,900</td>
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<tr>
<td>64505 - TELECOMMUNICATIONS 3,500</td>
</tr>
<tr>
<td>64540 - TELECOMMUNICATIONS - WIRELESS 2,000</td>
</tr>
<tr>
<td>65025 - FOOD 20,000</td>
</tr>
<tr>
<td>65040 - JANITORIAL SUPPLIES 12,000</td>
</tr>
<tr>
<td>65050 - BLDG MAINTENANCE MATERIAL 30,000</td>
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<tr>
<td>65095 - OFFICE SUPPLIES 70,000</td>
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<tr>
<td>65100 - LIBRARY SUPPLIES 237,750</td>
</tr>
<tr>
<td>65125 - OTHER COMMODITIES 25,000</td>
</tr>
<tr>
<td>65555 - IT COMPUTER HARDWARE 45,000</td>
</tr>
<tr>
<td>65630 - LIBRARY BOOKS 591,300</td>
</tr>
<tr>
<td>65635 - PERIODICALS 18,700</td>
</tr>
<tr>
<td>65641 - AUDIO VISUAL COLLECTIONS 120,700</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
</tr>
<tr>
<td>8,472,778 1,220,778 7,252,000</td>
</tr>
</tbody>
</table>

Total to be Levied 7,476,289
Loss Factor 224,289
Amount to be raised by taxes 7,252,000
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Paul Zalmezak, Economic Development Manager
Subject: Ordinance 139-O-19, Reestablished Special Service Area #9 (successor to SSA #4) 2019 Tax Levy
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Tax Levy Ordinance 139-O-19, which levies the annual property tax for reestablished Special Service Area #9 (successor to SSA #4) in the amount of $592,665 ($610,995 as extended including loss factor of 3%). This represents an increase of 14.1% over the 2018 Levy of $525,000 ($535,714 as extended).

Council Action:
For Action

Summary:
Ordinance 139-O-19 is the annual tax levy for reestablished Special Service Area #9, which funds a portion of the activities of Downtown Evanston. The 2019 Levy is based on the City’s agreement with Downtown Evanston and FY 2020 Proposed Budget for the City of Evanston. The total tax levy as extended for 2019 is $610,995 including a 3% loss factor as allowed by the Cook County. This represents an increase of 14.1% over the 2018 Levy of $535,714 as extended.

The Special Service area, which covers a portion of downtown Evanston, has formerly been known as SSA #4. This is proposed to be reestablished by Ordinance 161-O-19 as SSA #9. This ordinance will be introduced to City Council on November 25, 2019.

Questions regarding this ordinance may be forwarded to:

Hitesh Desai
Treasurer
847.448.8082
HDesai@cityofevanston.org
139-O-19

AN ORDINANCE

Levying Taxes for the Special Service Area No. 9 (successor to SSA #4) of the City of Evanston, County of Cook, and State of Illinois, for the Fiscal year Beginning January 1, 2020, and Ending December 31, 2020

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

SECTION 1: That, in order to meet expenses and liabilities of the Special Service Area No. 9 of the City of Evanston, Illinois, for the fiscal year beginning January 1, 2019, there is hereby levied on all real property subject to taxation within the limits of said Special Service Area No. 9 of the City of Evanston as assessed and equalized for the year 2019, the sum of Six hundred Ten thousand Nine hundred Ninety-Five dollars ($610,995.00), being the total 2020 budget plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of Special Service Area No. 9 of the City of Evanston for the year 2019. The specific amounts levied for the various purposes and funds are designated by being placed in separate columns under headings "To Be Raised By Taxation," and are identified in that manner on the following pages of this Ordinance.

SECTION 2: That there be appropriated for the City of Evanston Special Service Area No. 4:
SECTION 3: Per City ordinance 161-O-19, under no circumstances shall the total annual amount levied exceed 0.2460% of the Special Service Area No. 9 equalized assessed valuation for the duration of the ten (10) year SSA period.

SECTION 4: That the foregoing recitals are found as fact and made a part hereof.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 6: That this ordinance 139-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2019  
Approved: ______________________, 2019

Adopted: ________________, 2019  ______________________, 2019

______________________________
Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk
Approved as to form: Michelle Masoncup, Corporation Counsel
Board of Directors

Class 1
Roger Sosa, Evanston Chamber of Commerce

Class 2
Ami Mayo, Golub & Co. (1603 Orrington)
Vacant, Church Street Plaza
Patti McDermott, NAI Hiffman (909 Davis)
Farhan Ali, Highlands REIT (Sherman Plaza)
Andrew McDonald, Rotary International (1560 Sherman)
Vacant, Hilton Garden Inn (1818 Maple)
Andrew Haubert, Transwestern (1007 Church St.)
Becky Layton, Park Evanston (1630 Chicago Ave.)
Ranee Berlian, Colliers International (500 Davis)
Christy Luna, E2 (1890 Maple Ave.)

Class 3
Paul Zalmazek, Economic Development Manager, City of Evanston

Class 4
Marty Cless, Core & Rind Hospitality (1026 Davis St.)
Stefanie Olencheck, Hyatt House (1525 Chicago Ave.)
Mike Smylie, Smylie Brothers (1615 Oak St.)
Dave Davis, Northwestern University
Angela Valvanis, Creative Coworking (922 Davis St.)

Class 5
Carol Bass, residential property owner
Gregory Stewart, residential property owner
Marilyn Faklis Ruiz, residential property owner

Red type indicates new director
Executive Committee

Andrew McDonald, Board Chair
Rotary International (1560 Sherman Ave.)

Vacancy, Hilton Garden Inn North Shore/Evanston (1818 Maple)

Marilyn Faklis Ruiz, Secretary  downtown residential property owner

Vacancy

Stefanie Olencheck
Hyatt House (1615 Chicago Ave.)

Mike Smylie
Smylie Brothers (1615 Oak St.)

Executive Committee meetings are held monthly on the second Thursday of the month at 9am at Industrious Evanston, 909 Davis St. 5th floor.
SSA Reconstitution

- SSA Video
- Brochure
- Public Meetings
SSA Reconstitution

- Expanding the district
- Residential owners will not be included
Reconstitution Outreach

- Postcard mailed to each owner of record notification for two public meetings
- Petition online support from 131 pp
- Created brochure and video to further educate stakeholders of SSA activities & management
- Public Meeting #1 – July 16 (morning)
- Public Meeting #2 – July 17 (evening)
Marketing & Events

DOWNTOWNEVANSTON.ORG

DOWNTOWNEVANSTON.ORG

Page 13 of 46

Page 156 of 1152
Hygge Fest

February 16-22, 2019
15 events and/or promotions
3 media hits
Wellness Crawl

- May 4, 2-6pm
- 40 people ($30 tickets)
- 5 Businesses
  - Aligned Modern Health
  - SPENGA
  - Title Boxing Club
  - Pure Barre
  - CycleBar
Summer Events

- Thursday Night Live | June 13-August 22
  Featuring 3 “Block Party Nights”
- Sip & Stroll | June 20, 5-8pm
- Orrington Avenue Sidewalk Party | June 20
- Bike to Work Week | June 19-28
- Get Fit Fridays | June to August
- Sidewalk Sale & Chalk Art Fest | July 26-28
- Where’s Waldo – Independent Retailer Month
Vintage Garage Chicago

• Dates
  May 19
  July 21
  September 15

• Maple Ave. Garage

1,100 attendees at 1st event
Evanston Pride + Sidewalk Sale Chalk Art Contest
Thursday Night Live + Get Fit

Friday
Oktoberfest

730 attendees, 3 local restaurants, 16 breweries and a more authentic German feel with music, costumes, food and contests

DOWNTOWNEVANSTON.ORG
Retention & Attraction

• Northwestern University Medill Partnership (now)
• Customer Service Workshop with Evanston Bank (May 8, 2019)
• Google Workshop with Chicago’s North Shore CVB (June)
• Cyber Security – October
• Holiday Planning – 37 Oaks

Scaling Up!!
For Retail Growth
Tuesday, October 22, 2019
9 - 12 pm
ICNC, 320 N Damen Ave, Chicago, IL 60612-1st Floor

Growing Your Business Through Retail Or Ecommerce?
Then You Need To Know The Important Role Manufacturing Plays In It. This Panel Of Retail, Distribution, Manufacturing, Supply Chain & Product Experts and Entrepreneurs Will Help You Get Started The Right Way.

Terrance Smith
Founder/CEO
37 Oaks

Patrick Anderson
Founder/CEO
OpExApps

Nick Plechaczewski
Founder/CEO
Natural Beverage

Toyin Kolawole
CEO
Iya Foods

Kishi Harris
Buyer
National Retailer

Nick Behr
Co-Founder
Modern Sprout

Register at 37oaks.com/University

DOWNTOWNEVANSTON.ORG
Placemaking

- Partnership with One River School to decorate 14 City of Evanston utility boxes (June-August)
- Donation Station Parking Meter Refresh (Fall)
- City of Evanston Art Council Grant for Piano Art Installation at Fountain Square (May)
Painted Utility Boxes
PR & Marketing

WGN Morning News “Around Town” with Ana Belaval featured 4 local retailers – Ayla’s, Becky and Me Toys, Dragonfly and Vinic
Influencers

- Hosted 5 International LGBTQ influencers/bloggers for one night during PRIDE
- Combined have followers of 246,300
Influencers

• Hired 3 influencers:
  kidsareatrip travel writer and content creator
  Travelmindset – travel writer
  Ting Ma – fashion blogger
• 2 Million impressions
• 44 Posts
• 18,740 Social Media Engagements
Found on WCIU The Jam

The Jam TV Show · Follow
Mother's Day Brunch with Jon + Marcia | The Jam
You know we love Jon Hansen, but we might love his mom Marcia more.

COMING UP MOTHER’S DAY BRUNCH BUFFET

DOWNTOWNEVANSTON.ORG
Chef’s Station on WGN

CHICAGO — Chef Elio Romero from Chef’s Station in Evanston showed how to make
Lifestyle blogger & influencer @Naturalista86 Mother’s Day Staycation in downtown Evanston (May 11-12)

25.6K Followers
Blogger focused on motherhood, lifestyle, beauty & travel
Featured downtown Evanston on stories, in a post, and a blog post about the experience
@Naturalista86 posts

Bookends & Beginnings
Vinic Wine
Cupitol
Hyatt House
Evanston History Center House Walk

DOWNTOWNEVANSTON.ORG
Website Analytics

Audience Overview

- **All Users**: 18,000

Overview

- **Users**: 68,043
- **New Users**: 67,946
- **Sessions**: 85,204

Number of Sessions per User
- 1.25

Pageviews
- 146,985

Pages / Session
- 1.73

Avg. Session Duration
- 00:01:04

Bounce Rate
- 74.53%

New Visitor
- 98.36%

Returning Visitor
- 1.64%
# 2019 Top 10 Pageviews

Total: 146,985

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<thead>
<tr>
<th>Page</th>
<th>Pageviews</th>
<th>% Pageviews</th>
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<tbody>
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<td>19,512</td>
<td>13.27%</td>
</tr>
<tr>
<td>2. /eat-drink</td>
<td>16,032</td>
<td>10.91%</td>
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<tr>
<td>3. /thursday-night-live</td>
<td>9,979</td>
<td>6.79%</td>
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<tr>
<td>4. /upcoming-events</td>
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<td>5. /hyggefest</td>
<td>6,564</td>
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<td>6. /shop</td>
<td>6,242</td>
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<td>7. /parking</td>
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<td>8. /oktoberfest</td>
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<tr>
<td>10. /sidewalk-sale</td>
<td>2,839</td>
<td>1.93%</td>
</tr>
</tbody>
</table>
Chicago’s North Shore Restaurant Month is here!
Visit Downtown Evanston to enjoy special discounts & prix fixe meals at over 20 Restaurants!

Are you ready for spring & Summer fun?
Make sure to sign up for our enewsletter at downtowntnevanston.org
Hey Evanston, Get Downtown This Summer!

Thursday Night Live!
June 13 - August 22
Enjoy live music, outdoor dining, dancing & more
every Thursday, 5-8pm

Sip & Stroll
Thursday, June 20, 5-8pm
Shop & stroll in downtown Evanston!

Get Fit Fridays
Fridays at Fountain Square
Try out free fitness classes at the new Fountain Square!

Sidewalk Sale & Chalk Art Contest
July 28-28
Find the best summer deals & amazing chalk art!

Hey Chicago, We’re Not That Far
Purple line to Davis St.

Bookends & Beginnings
Newport Coffee House
Artem Pop Up Gallery
The Barn Steakhouse
OHC Creative

- Special Chicago Tribune weekend insert
- Available in 250 sites
- 500,000 copies distributed
New Brochure Distribution
Maintenance/Public Way

- Flower Planters
  Added 19 in 2019

- Fountain Square
  Clean tables/chairs 2/week

- Sherman Ave. Sidewalk Improvement
  Hosted meetings with business

- Powerwashing
  Completed in July
Retail News

Businesses Closed
- Kafein – 1621 Chicago Ave.
- Forever Yogurt – 1739 Sherman Ave.
- Taco Bell – 1737 Sherman Ave.
- Francesca’s – 1631 Sherman Ave.
- Bottle & Bottega – 1016 Davis St.
- Botti Studio – 919 Grove St.
- Hearth Restaurant – 1625 Hinman
- Pete Millers – 1557 Sherman Ave.
- Williams Shoes – 710 Church St.

Businesses Opened
- Frida’s Restaurant – 618 Church St.
- 10Q Chicken – 816 ½ Church St.
- Dawn Skin Studio – 828 Davis St.
- Deka Lash – 816 ½ Church St.
- Xfinity – 1608 Sherman Ave.
- Mid Kitchen – 1512 Sherman Ave.
- Newport Coffee House – 622 Davis St.
- Philz Coffee – 1030 Davis St.
- Salon Lofts – 1735 Maple Ave.
New City-Wide Campaign

Come on in! WE’RE LOCAL!
and awesome!
2019 Holidays

- Fall Crawl – Oct 24
- Halloween Trick or Treat – Oct 26
- Small Business Saturday – Nov 30
- Tree Lighting – Dec 7
- Warm Bevvy Walk – Dec 12
2020 Budget Overview

INCOME
SSA #4 - $592,666
City of Evanston Contribution - $50,000
Total City of Evanston contributions - $642,666
Northwestern Contribution - $18,000
Sponsorship Income - $24,500

TOTAL: $685,166

EXPENSES
Advertising - $71,000
Special Events - $45,500
Public Way Aesthetics – $78,000
Public Way Maintenance - $200,000
Tenant Retention and Attraction - $3,000
Map & Guide - $18,000
Admin, Non-Personnel - $43,000
Admin - $210,000
Planning - $16,000

TOTAL: $684,500
AN ORDINANCE

Levying Taxes for the Special Service Area No. 9 (successor to SSA #4) of the City of Evanston, County of Cook, and State of Illinois, for the Fiscal year Beginning January 1, 2020, and Ending December 31, 2020

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

SECTION 1: That, in order to meet expenses and liabilities of the Special Service Area No. 9 of the City of Evanston, Illinois, for the fiscal year beginning January 1, 2019, there is hereby levied on all real property subject to taxation within the limits of said Special Service Area No. 9 of the City of Evanston as assessed and equalized for the year 2019, the sum of Six hundred Ten thousand Nine hundred Ninety-Five dollars ($610,995.00), being the total 2020 budget plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of Special Service Area No. 9 of the City of Evanston for the year 2019. The specific amounts levied for the various purposes and funds are designated by being placed in separate columns under headings "To Be Raised By Taxation," and are identified in that manner on the following pages of this Ordinance.

SECTION 2: That there be appropriated for the City of Evanston Special Service Area No. 4:
### SECTION 3: Per City ordinance 161-O-19, under no circumstances shall the total annual amount levied exceed 0.2460% of the Special Service Area No. 9 equalized assessed valuation for the duration of the ten (10) year SSA period.

### SECTION 4: That the foregoing recitals are found as fact and made a part hereof.

### SECTION 5: That all ordinances or parts of ordinances in conflict herewith are repealed.

### SECTION 6: That this ordinance 139-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

---

Introduced: _________________, 2019  
Approved: _________________, 2019  
Adopted: _________________, 2019  

______________________________  
Stephen H. Hagerty, Mayor
Attest: 

_____________________________ 
Devon Reid, City Clerk 

Approved as to form: 

_____________________________ 
Michelle Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Paul Zalmezak, Economic Development Manager
Subject: Ordinance 140-O-19, Special Service Area #6 2019 Tax Levy
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Tax Levy Ordinance 140-O-19, which levies the annual property tax for Special Service Area #6 in the amount of $221,000 ($227,835 as extended including a loss factor of 3%). This represents a 1.0% increase over the 2018 Levy as extended of $225,420.

Council Action:
For Action

Summary:
Ordinance 140-O-19 is the tax levy for Special Service Area #6, which funds a portion of the activities of the Dempster Street, Chicago Avenue, and Main Street Special Service Area. The 2019 Levy is based on the City’s agreement with the Main-Dempster Special Service Area and FY 2020 Proposed Budget for the City of Evanston. The total tax levy as extended for 2019 is $227,835. This represents a 1.0% increase over the 2018 Levy as extended of $225,420.

Questions regarding this ordinance may be forwarded to:

Hitesh Desai
Treasurer
847.448.8082
HDesai@cityofevanston.org

Attachments:
Ordinance 140-O-19 2019 Tax Levy SSA6
SSA#6 Main Dempster Mile 2019 Annual Presentation
140-O-19

AN ORDINANCE

Levying Taxes for the Special Service Area No. 6 of the City of Evanston, County of Cook, and State of Illinois, for the Fiscal year Beginning January 1, 2020, and Ending December 31, 2020

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

SECTION 1: That, in order to meet expenses and liabilities of the Special Service Area No. 6 of the City of Evanston, Illinois, for the fiscal year beginning January 1, 2020, there is hereby levied on all real property subject to taxation within the limits of said Special Service Area No. 6 of the City of Evanston as assessed and equalized for the tax year 2019, the sum of Two hundred Twenty-Seven thousand, Eight hundred Thirty-Five dollars ($227,835), being the total 2020 Budget plus allowances for allowable collection losses (3%), which are to be collected from the tax levy of Special Service Area No. 6 of the City of Evanston for the tax year 2019. The specific amounts levied for the various purposes and funds are designated by being placed in separate columns under headings "To Be Raised By Taxation," and are identified in that manner on the following pages of this Ordinance.

SECTION 2: That there be appropriated for the City of Evanston Special Service Area No. 6:
SECTION 3: Per City ordinance 69-O-15 adopted July 13, 2015, under no circumstances shall the total annual amount levied exceed 0.45% of the Special Service Area No. 6 equalized assessed valuation.

SECTION 4: That the foregoing recitals are found as fact and made a part hereof.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 6: That this ordinance 140-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:___________________, 2019  Approved:
Adopted:____________________, 2019  ____________________________, 2019

______________________________________________
Stephen H. Hagerty, Mayor
Attest:  

_____________________________ 
Devon Reid, City Clerk 

Approved as to form: 

_______________________________ 
Michelle Masoncup, Corporation Counsel
2019 Board of Directors

- Eric Young, President
- Alice George, Vice President
- Rogie Sussman
- Yun Park
- Gail Horvath
- Barb Cascio
- Hunter Owen
- Carl Ginsberg

2020 Board of Directors

- Yun Park, President (Soapie's Cleaning & Tailoring)
- Hunter Owen, Vice President (Reprise Coffee Roasters)
- Rogie Sussman, Treasurer (Vogue Fabrics)
- Gail Horvath (Resident)
- Barb Cascio (Firehouse Grill)
- Carl Ginsberg (Autobarn)
- Bill Coyne (Kratos Strength Systems)
- Claire Kettelkamp (Kettelkamp & Kettelkamp)
- Ben Schapiro, (Everyday Cycles, EPL)
**2019 YEAR-END FINANCIAL FORECAST**

**Forecasted Profit & Loss**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$302,987</td>
</tr>
<tr>
<td>Forecasted Marketing Costs</td>
<td>$53,757</td>
</tr>
<tr>
<td>Forecasted Placemaking Costs</td>
<td>$87,482</td>
</tr>
<tr>
<td>Forecasted Admin Costs</td>
<td>$132,732</td>
</tr>
<tr>
<td><strong>PROGRAM EXPENSE</strong></td>
<td>$234,373</td>
</tr>
<tr>
<td>(SIX MONTHS RESERVES)</td>
<td>$39,597</td>
</tr>
<tr>
<td><strong>SURPLUS</strong></td>
<td>$29,017</td>
</tr>
</tbody>
</table>

**2019 MIX OF INVESTMENTS**

- Forecasted Marketing Costs, $53,757
- Forecasted Placemaking Costs, $87,482
- Forecasted Admin Costs, $132,732
NEW IN 2019: WE ADDED A CHARITY PARTNER

Rainbows for All Children, 614 Dempster St

WHO IS RAINBOWS?
Rainbows for All Children is dedicated to providing support for all youth as they navigate grief and heal from loss, whether from death, divorce/separation, deployment, deportation, incarceration or other trauma. Rainbows for All Children fosters awareness that youth require support to heal. We nurture a community of effective Rainbows-trained Facilitators, supported with a repository of resources designed to guide youth in their grieving process.

Rainbows operates 3 support groups in Evanston and hundreds around the country.

WE GET:
• Volunteer help for our events
• Promotional help for our events

THEY GET:
• A portion of proceeds from our events
• The rights to our Wine Walk Raffle
• Exposure to our neighbors

WE GET:
• Volunteer help for our events
• Promotional help for our events

THEY GET:
• A portion of proceeds from our events
• The rights to our Wine Walk Raffle
• Exposure to our neighbors
COMMUNITY & MERCHANT ENGAGEMENT
MDM VILLAGE AT CUSTER FAIR, FEAT. THE SCHOOL OF ROCK STAGE
COMMUNITY & MERCHANT ENGAGEMENT

- Earth Day Neighborhood cleanup, April 2018
- Neighborhood Concerts / block parties
  - 3 on Main St
  - NEW! Summer’s End concert at Dempster & Sherman
- Successful Merchant Marketplace
COMMUNITY & MERCHANT ENGAGEMENT

“Color the Mile with PRIDE”
MERCHANT ENGAGEMENT

Convening Merchants & Property Owners
- Meeting with Chief Cook, Alderman Wynne, EPD
- Green Business Initiatives seminar
- Sustain Evanston walkthroughs
- Main Street Improvement Project
- CVB Seminar: Using Google for marketing

Connecting merchants
- Craftjack + MEAC
- JJ’s List Disability Players + CoE Equity Advocates
- Kratos Strength Systems + Autobarn
- Upended Productions “ALICE” + Main Street shop venues

Matching funds for merchants
- Sidewalk planters
- Security Cameras
- Holiday window decorations

Merchant Email Alerts grow and solidify
PLACEMAKING 2019

Bringing the Business District to life for Children with Fairy Doors!
PLACEMAKING: JENNIFER MORRIS PARK

In partnership with Cultivate Urban Rainforest & Gallery and the City of Evanston Parks Department

BEFORE

AFTER
PLACEMAKING: JENNIFER MORRIS PARK

COMMUNITY HERB GARDEN courtesy of Cultivate

Introducing the extraordinary Jennifer Morris to a new generation

REDEDICATION CEREMONY
PLACEMAKING: NEW PUBLIC ART

Ouizi Mural, 1231 Chicago

Chicago Bears Street Art (Truborn Gallery)
RENEWABLE ART AT 600 WASHINGTON St: Revolving Mural, curated by Evanstonian Jordan Nickel (aka Pose) to replace the degrading mural currently there.

ARTIST VISION STATEMENT FOR THE DESIGN:
"I wanted to paint something that would make you stop and ponder but inevitably leave you with a positive uplifting message. My text collage is an abstraction of the quote made famous by Henry Ford.."If you think you can do a thing or can't do a thing, you're right." I wanted to update the quote to...

"if you think you can do a thing your right"

It's just meant to be an overall uplifting and positive take away for viewers that reflects the creative optimism that is Evanston.

Thanks, J"
ECONOMIC DEVELOPMENT: EVENTS

EVANSTON CRAFT CRAWL

Featuring tastings of craft beverages made on the Mile – Few Spirits, Sketchbook beer, Kombucha Brava kombucha

YELP’S CURE FOR CABIN FEVER ON THE MAIN-DEMPSTER MILE

Featuring in-store events throughout the cold weather months
ECONOMIC DEVELOPMENT: EVANSTON WINE WALK

- 426 paid guests
- 48 participating businesses
- $1,477 Raised for Rainbows for All Children
ADDED TO THE WINE WALK THIS YEAR

TASTE OF THE MILE DINNER PARTY
• Hosted at Autobarn
• Featuring tastes from MDM restaurants
• Using catering help from the YWCulinary Program
WINE WALK HIGHLIGHTS

Belgian Chocolatier Piron
Augie LaCapra State Farm
Thrift House
Blind Faith Cafe
ECONOMIC DEVELOPMENT: CONTINUING THESE GREAT EVENTS …

- Sidewalk Sale (with Downtown Evanston)
- Annual Celebration
- Spooky Saturday on the Main-Dempster Mile
- Small Business Saturday
- Holiday Treat Walk
CTA Purple Line Ad Campaign: Nov-Dec 2019
## DIGITAL COMMUNICATION GROWTH

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>%+/-%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOCIAL MEDIA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facebook</td>
<td>975</td>
<td>1739</td>
<td>2207</td>
<td>127%</td>
</tr>
<tr>
<td>Twitter</td>
<td>312</td>
<td>427</td>
<td>446</td>
<td>104%</td>
</tr>
<tr>
<td>Instagram</td>
<td>686</td>
<td>1189</td>
<td>1513</td>
<td>127%</td>
</tr>
<tr>
<td><strong>BROADCAST EMAIL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full list of contacts</td>
<td>887</td>
<td>1288</td>
<td>1613</td>
<td>125%</td>
</tr>
<tr>
<td>Merchants list</td>
<td>336</td>
<td>329</td>
<td>317</td>
<td>96%</td>
</tr>
<tr>
<td>Residents</td>
<td>273</td>
<td>726</td>
<td>985</td>
<td>136%</td>
</tr>
</tbody>
</table>
GOVERNANCE

- Amended our bylaws to include a special membership category for businesses outside our tax district, but inside our community borders
- Recruited and vetted Board & Committee volunteers
2020 PROPOSED BUDGET MIX

Budgeted Profit & Loss

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Marketing Costs</td>
<td>$59,000</td>
</tr>
<tr>
<td>Budgeted Placemaking Costs</td>
<td>$72,330</td>
</tr>
<tr>
<td>Budgeted Admin Costs</td>
<td>$141,720</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td><strong>$291,500</strong></td>
</tr>
<tr>
<td><strong>PROGRAM EXPENSE (SIX MONTHS RESERVES)</strong></td>
<td><strong>$233,453</strong></td>
</tr>
<tr>
<td><strong>SURPLUS</strong></td>
<td><strong>$44,872</strong></td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
From: Kimberly Richardson, Deputy City Manager
CC: Demitrous Cook, Chief of Police
Subject: Ordinance 147-O-19, Administrative Tow Penalty
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 147-O-19, an ordinance amending Title 10, Chapter 6 "To add an administrative penalty under certain circumstances involving a vehicle seizure and impoundment".

Council Action:
For Action

Summary:
The Police Department recommends the ability to add an administrative penalty for when a vehicle has been towed due to the arrest or detention of the owner/driver for violation of a criminal offense. For example, impoundment of a vehicle in a DUI arrest or when the vehicle has been used in the commission of a felony. The proposed penalty would be $250. This penalty is in addition to the tow charge and storage costs, in which the vehicle owner pays directly to the tow company.

In 2018, there were 173 DWLS/DWLR arrests and 83 DUI arrests within the City. 60% of those arrests were not Evanston residents. It is estimated the $250 penalty would generate $50,000 annually for the City, assuming a 70 percent collection rate.

The Police Department has the authority to adopt an ordinance to impose an administrative penalty through the Illinois Vehicle Code, statute 625 ILCS 5/11-208.7. The statute also establishes procedures for the impoundment and release of vehicles. These provisions include a requirement that notice be sent to the owner/lessee of the vehicle at the time the vehicle is towed. The municipality must also provide notice of an administrative hearing to the owner, lessee, and any lienholder of record within 10 days after the vehicle is impounded. That hearing must be conducted no later than 45 days after the notice is mailed.

Attachments:
AN ORDINANCE
Amending Title 10, Chapter 6 of the City Code to Add an Administrative Penalty Under Certain Circumstances Involving a Vehicle Seizure and Impoundment

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

SECTION 1: Title 10, Chapter 6, of the Evanston City Code of 2012, as amended, is hereby further amended to re-title the chapter as follows:

CHAPTER 6 – ILLEGALLY PARKED OR ABANDONED VEHICLES TOWING AND IMPOUNDMENT OF VEHICLES

SECTION 2: City Code subsection 10-6-1, “Definitions”, of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

10-6-1. – Definitions.

<table>
<thead>
<tr>
<th>ABANDONED VEHICLE.</th>
<th>A vehicle parked or otherwise located on the public way; and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) In such a state of disrepair that it is incapable of being driven; or</td>
</tr>
<tr>
<td></td>
<td>(B) That has been unmoved for a period of seven (7) days; or</td>
</tr>
<tr>
<td></td>
<td>(C) Has been left on the public way without valid State registration plates or a valid temporary State registration placard for two (2) or more days.</td>
</tr>
<tr>
<td>ACCIDENT INVOLVED VEHICLES.</td>
<td>A vehicle which is inoperable due to an accident and which is located so as to constitute an obstruction to the normal flow of traffic.</td>
</tr>
<tr>
<td>DERELICT MOTOR VEHICLE.</td>
<td>A vehicle which lacks wheels, motor, transmission, battery or any other component part such that it is inoperable and constitutes a hazard to the public.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>HAZARDOUS VEHICLE.</td>
<td>A vehicle on any public way which by its condition or location constitutes a clear and present danger to the safety of the public or an obstruction to the normal flow of traffic. This shall also include vehicles obstruction fire hydrants.</td>
</tr>
<tr>
<td>HEARING OFFICER.</td>
<td>A licensed attorney who meets the qualifications set forth in section 11-1-8 of this Code.</td>
</tr>
<tr>
<td>LESSEE.</td>
<td>A person operating a motor vehicle pursuant to a lease or any other written document vesting exclusive possession, use, control, and responsibility of the motor vehicle during the specified time period.</td>
</tr>
<tr>
<td>LIENHOLDER OF RECORD.</td>
<td>A person holding a security interest in a vehicle.</td>
</tr>
<tr>
<td>NONMOTORIZED OBSTRUCTION VEHICLE.</td>
<td>A vehicle without motive power in operation, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle and located on a public way at a time or in such a manner as to be in violation of Section 10-4-3 of this Title.</td>
</tr>
<tr>
<td>OWNER OF RECORD.</td>
<td>The registered or legal owner or person who is otherwise entitled to possession of the motor vehicle.</td>
</tr>
<tr>
<td>POLICE IMMOBILIZED VEHICLE (WHEEL LOCK).</td>
<td>A vehicle located on a public way which has been rendered immobile by the Police Department.</td>
</tr>
<tr>
<td>RESERVED RESIDENTIAL WHEELCHAIR BOUND SPACE OBSTRUCTION VEHICLE</td>
<td>A vehicle located on a public way at a time or in such a manner as to be in violation of Subsection 10-4-11(B) of this Title.</td>
</tr>
<tr>
<td>SNOW EMERGENCY OBSTRUCTION VEHICLE.</td>
<td>A vehicle located on a public way in such a manner as to be in violation of Section 10-4-13 of this Title.</td>
</tr>
<tr>
<td>STREET CLEANING OBSTRUCTION VEHICLE.</td>
<td>A vehicle located on a public way at a time or in such a manner as to be in violation of Subsection 10-4-1(C)2. of this Title.</td>
</tr>
<tr>
<td>STREET OR SEWER MAINTENANCE OBSTRUCTION VEHICLE</td>
<td>A vehicle located on a public way at a time or in such a manner as to be in violation of Subsection 10-4-1(C)2. of this Title.</td>
</tr>
<tr>
<td>TOW AWAY ZONE OBSTRUCTION VEHICLE.</td>
<td>A vehicle located on a public way at a time or in such a manner as to be in violation of</td>
</tr>
</tbody>
</table>
**SECTION 3:** Title 10, Chapter 6, of the Evanston City Code of 2012, as amended, is amended to add a new subsection with the following text:

**10-6-15. – VEHICLE SEIZURE**

A. Police officers shall have the right to seize and impound a motor vehicle, operated, used, or in the physical control of any person with the permission, express or implied, of the owner of record, on any public street within the City that is used in the commission or furtherance of violation of the following offenses, including any subsequent amendments to such provisions:

1. Operation or use of a motor vehicle by a person against whom a warrant has been issued by a Circuit Court Clerk in Illinois for failing to answer charges that the driver violated section 6-101 (No Valid Driver’s License), 625 ILCS 5/6/101, 6-303 (Suspended or Revoked License), 625 ILCS 5/6-303, or 11-501 (Driving Under the Influence), 625 ILCS 5/11-501, of the Illinois Vehicle Code;

2. Operation of a motor vehicle when registration is cancelled, suspended, or revoked in violation of section 3-702 (registration cancelled, suspended, or revoked), 625 ILCS ILCS 5/3-702 of the Illinois Vehicle Code or section 3-708 (registration suspended for noninsurance), 625 ILCS 5/3-708, of the Illinois Vehicle Code, or when registration of a vehicle found upon a highway has been suspended, cancelled, or revoked in violation of section 11-1302(c)(4), 625 ILCS 5/11-1302(c)(4), of the Illinois Vehicle Code;
3. Operation or use of a motor vehicle with an expired driver's license or permit, in violation of section 6-101 (Drivers Must Have Licenses or Permits), 625 ILCS 5/6-101, of the Illinois Vehicle Code if the driver's license or permit has been expired for more than one year;

4. Operation or use of a motor vehicle without ever having been issued a driver's license or permit or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age, in violation of 6-101 (Drivers Must Have Licenses or Permits), 625 ILCS 5/6-101, of the Illinois Vehicle Code;

5. Driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to section 6-303, 625 ILCS 5/6-202, of the Illinois Vehicle Code except that vehicles shall not be subjected to seizure or impoundment if the suspension is for unpaid citations (parking or moving), failure to comply with emission testing, or failure to pay child support;

6. Operation of a motor vehicle while fleeing or attempting to elude a peace officer, in violation of section 11-204 (Fleeing A Peace Officer), 625 ILCS 5/11-204, of the Illinois Vehicle Code or section 11-204.1 (Aggravated fleeing a Peace Officer), 625 ILCS 5/11-204.1, of the Illinois Vehicle Code;

7. Operation or use of a motor vehicle resulting in the personal injury or death of a person in violation of section 11-401, 625 ILCS 5/11-401, of the Illinois Vehicle Code;

8. Operation or use of a motor vehicle resulting in damage to a vehicle which is driven or attended by any person in violation of section 11-402, 625 ILCS 5/11-402, of the Illinois Vehicle Code;

9. Operation or use of a motor vehicle resulting in the personal injury or death of a person or damage to a vehicle which is driven or attended by any person and failure to give information or render aid in violation of section 11-403, 625 ILCS 5/11-403, of the Illinois Vehicle Code;

10. Operation or use of a motor vehicle involved in an accident with any unattended vehicle or other property, resulting in damage, and failure to provide appropriate information in violation of section 11-404, 625 ILCS 5/11-404, of the Illinois Vehicle Code;

11. Driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds, or any combination thereof, in violation of section 11-501 (Driving Under the Influence), 625 ILCS 5/11-501, of the Illinois Vehicle Code;
12. Operation or use of a motor vehicle in a reckless manner in violation of section 11-503 (Reckless Driving), 625 ILCS 5/11-503, of the Illinois Vehicle Code;


14. Operation of an uninsured motor vehicle and the operator of the vehicle has a prior conviction for operation of an uninsured motor vehicle in the past twelve (12) months in violation of section 4-203(i), 625 ILCS 5/4-203(i), of the Illinois Vehicle Code;

15. Operation or use of a motor vehicle in the commission of, or in the attempt to commit an offense in violation of sections 11-14 (Prostitution), 11-14.1 (Solicitation of Sexual Act), 11-14.3 (Promoting Prostitution), 11-14.4 (Promoting Juvenile Prostitution), 11-18 (Patronizing a Prostitute), 11-18.1 (Patronizing a Juvenile Prostitute), 11-26 (Traveling to Meet a Minor), 12-2 (Aggravated Assault), 12-3.05 (Aggravated Battery), 16-25 (Felony Retail Theft), 18-1 (Robbery/Aggravated Robbery), 18-2 (Armed Robbery), 18-3 (Vehicular Hijacking), 18-4 (Aggravated Vehicular Hijacking), 18-6 (Vehicular Invasion), 20-1 (Arson), 20-1.1 (Aggravated Arson), 20-2 (Possession of explosives or incendiary devices), 21-1 (Criminal Damage to Property), 21-1.01 (Criminal Damage to Government Supported Property), 21-1.2 (Institutional Vandalism), 21-1.3 (Criminal Defacement of Property), 24-1 (Unlawful Use of a Weapon), 24-1.1 (Unlawful Use or Possession of Weapons by Felons/People in the Custody of the Department of Corrections), 24-1.6 (Aggravated Unlawful Use of a Weapon), 24-1.7 (Armed Habitual Criminal), 24-1.8 (Unlawful Possession of a Firearm by a Street Gang Member), 24-1.2 (Aggravated Discharge of a Firearm), 24-1.2-5 (Aggravated Discharge of a Machine Gun or a Firearm Equipped with a Silencing Device), 24-1.5 (Reckless Discharge of a Firearm), 24-3.1 (Unlawful Possession of Firearms and/or Firearm Ammunition), 24-3.3 (Unlawful Sale or Delivery of Firearms on School Premises), 21-3 (Criminal Trespass to Real Property), or 21-5 (Criminal Trespass to State Supported Land) of the Illinois Criminal Code;

16. Operation or use of a motor vehicle in the commission of, or in the attempt to commit an offense in violation of the Illinois Cannabis Control Act, 720 ILCS 550/1 et seq., or the Illinois Controlled Substances Act, 720 ILCS 570/100 et seq.;

17. The use of a motor vehicle as part of the commission of a felony not otherwise expressly listed herein shall be subject to seizure and impoundment under this section; and
18. Operation or use of a motor vehicle in the commission of, or in an attempt to commit any violation set forth in section 11-208.7 (Administrative Fees), 625 ILCS 5/11-208.7, of the Illinois Vehicle Code and/or any misdemeanor or felony offense in section 36-1 (Seizure), 720 ILCS 5/36-1 of the Illinois Criminal Code which may not be otherwise referenced herein or may be subsequently added via amendment.

B. The owner of record of a vehicle that has been seized and impounded pursuant to this section shall be liable to the City for an administrative penalty of two hundred fifty dollars ($250.00) plus towing and storage fees. The administrative penalty of two hundred fifty dollars ($250.00) shall be paid to the City of Evanston. Towing and/or storage fees shall be collected by and paid to the person, firm, or entity that tows and stores the impounded vehicle.

C. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle by a City-contracted towing company. When the vehicle is towed, the police officer shall notify, or make a reasonable attempt to notify, the owner of record, lessee, or person identifying himself or herself as the owner of record or lessee of the vehicle, or the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner of record’s or lessee’s right to request an administrative hearing to be conducted under this section. Said vehicle shall be impounded pending the completion of the hearing provided for in subsection D of this section, unless the owner of record or lessee of the vehicle posts with the City a cash bond in the amount of two hundred fifty dollars ($250.00) plus towing and storage fees.

D. Within ten (10) days after a vehicle is seized and impounded pursuant to this section, the City shall notify, by mailing a notice via first class mail or certified mail, return receipt requested, to the owner of record or lessee and any lienholder of record of the date, mailing of the written notice to address of the owner of record, lessee and any lienholder of record, as contained in registration records of the Illinois Secretary of State. The administrative hearing shall be conducted no later than forty-five (45) days after the vehicle was seized pursuant to the applicable procedures set forth in Title 11 of this Code. All interested persons shall be given a reasonable opportunity to be heard at the hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence shall be admissible.

At the conclusion of the hearing, the Hearing Officer shall issue a written decision either sustaining or overruling the seizure and impoundment of the vehicle. If, after the hearing, the Hearing Officer determines by a preponderance of evidence that the vehicle, operated with the permission, express or implied, of the owner, was used in the commission of any of the violations set forth in this section, the Hearing Officer shall enter an order requiring the vehicle to continue...
to be impounded until the owner of record, lessee, or lienholder of record pays the administrative penalty of two hundred fifty dollars ($250.00) plus payment of towing and storage fees. If an administrative penalty is imposed pursuant to this section, such penalty shall constitute a debt due and owing to the City. If a cash bond was posted, the bond shall be forfeited to the City. If the Hearing Officer overturns the basis for the impoundment of the vehicle, he or she shall order the return of the vehicle and any cash bond that may have been posted.

E. Unless the Hearing Officer overturns the basis for the vehicle impoundment, no vehicle shall be released to the owner, lessee, or lienholder of record until all penalties and fines and towing and storage charges are paid.

F. Pursuant to chapter 4, article II of the Illinois Vehicle Code, entitled “Abandoned, Lost, Stolen, or Unclaimed Vehicles, 625 ILCS 5/4-201 et seq.,” which is adopted and incorporated herein, any motor vehicle that is not reclaimed within thirty-five (35) days after the entry of a final order following a hearing under this section shall be deemed abandoned and may be disposed of as an unclaimed vehicle as provided by law.

G. This section shall not replace or otherwise abrogate any existing State or Federal laws or local ordinances pertaining to vehicle seizure and impoundment.

H. The statutory provisions of the Illinois Administrative Review Act (“Review Act”), 735 ILCS 5/3-101 et seq., and section 11-208.7 of the Illinois Vehicle Code, 625 ILCS 5/11-208.7, are hereby adopted and incorporated into this section. The Review Act shall apply to the review of all final decisions issues by the Administrative Hearing Officer in administrative proceedings under this section.

I. Unless stayed by a court of competent jurisdiction, any fine or penalty, imposed under this section which remains unpaid in whole or in part after the expiration of the deadline for seeking judicial review under the Review Act may be enforced in the same manner as any judgment entered by a court of competent jurisdiction.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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 6: 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 7: Ordinance 147-O-19 shall be in full force and effect after its passage and approval.

Introduced: _________________, 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: Hitesh Desai, Chief Financial Officer
CC: Kate Lewis-Lakin, Budget Coordinator
Subject: Ordinance 149-O-19, Approval of Fiscal Year 2020 Budget
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 149-O-19, approving the Fiscal Year 2020 Budget of the City of Evanston in the amount of $320,709,227.

Funding Source:
The budget is funded through a variety of revenue sources, including property taxes.

Council Action:
For Action

Summary:
The 2020-21 Proposed Budget was published on October 4, 2019. The document included a Budget Balancing Worksheet, which included changes to the 2020 Proposed budget. City Council has discussed these items at City Council meetings on October 14, 26, and November 11. With all budget balancing changes implemented, the 2020 Budget as presented for adoption in ordinance 149-O-19 is $320,709,227.

2020 Adopted Budget Changes
An updated Budget Balancing Worksheet is attached, which shows the final proposed budget for the General Fund. Lines changed since the Proposed Budget are highlighted. These include:

- Removed proposed self-storage user fee, per Council direction.
- Reduction to parking ticket revenue as a result of ending Sunday parking meter enforcement.
- Holding 4 police officers positions vacant, which is consistent with practice since 2017. Original proposal for 2020 was 3 vacant positions.
- New revenue from Welsh-Ryan Arena events - increase of $200,000 in athletic and amusement tax revenue. This is a conservative estimate dependent on the final events approved and ticket prices.
Increased contributions to Police and Fire pension funds were added to the worksheet. These were shown in the pension funds and property tax levy in the Proposed Budget, but governmental accounting standards requires that the pension levies and contributions are also shown in the General Fund in the Adopted Budget.

Reduction in expenses in the Human Services Division in the Human Services Fund by $100,000. This is achieved by holding vacant 1 of the 2.5 new positions proposed to be added in 2020. This position may be funded in 2021 depending on the success of program consolidation.

Move $250,000 in recreational cannabis tax revenue to the Reparations Fund.

The following changes to other funds were also made in order to implement the Budget Balancing Worksheet items.

- Creation of Reparations Fund, with $250,000 in revenue budgeted from recreational cannabis tax and $250,000 in budgeted expenses.
- Decrease in revenue in the Parking Fund of $260,000 due to elimination of Sunday parking meters.
- Increase in expenses in the Motor Fuel Tax (MFT) Fund 200 to reflect moving qualified expenses from the General Fund. The MFT Fund is receiving increased revenue in 2020 from the higher state gasoline tax.
- Increase in expenses in Emergency Telephone (E911) Fund 205 to reflect an increase in the transfer to the General Fund.
- Increase in revenue and expenses in the Equipment Replacement Fund 601 to reflect an increase in the transfer from the General Fund.

The total proposed budget by fund is shown in the attachment, with the changes to each fund. The total 2020 budget for adoption is $320,643,851.

Changes to taxes and fees that are included on the Budget Balancing Worksheet will also be introduced at the November 18, 2019 City Council meeting.

**FY 2021 Projected Budget**

The FY 2021 total Projected Budget is $303,560,900. This includes implementation of all changes included in the FY 2020 budget balancing worksheet. The decrease in expenses of $17 million is due primarily to the completion of construction on the new Robert Crown Center and certain projects at the water treatment plant, plus the expiration of the Good Neighbor Fund agreement with Northwestern University.

The FY 2021 projected expenses for the General Fund are $119,321,742. This is an increase of approximately $2 million from the 2020 adopted budget, due to contractually obligated wage increases. The 2021 projected net deficit in the General Fund is $657,550. This is before budgeting for a contribution to fund balance. Having a 2021 projection allows staff to present solutions for balancing the budget earlier in the year. These include negotiating a new Good Neighbor Agreement with Northwestern University and implementing the Ground Emergency Medical Transport (GEMT) supplemental funding program to increase reimbursement for Medicaid patient transports. Staff plans to make adjustments to these projections during 2020 based on actual expenses and revenues and any new solutions proposed during the year. The FY 2021 budget and tax levies will then be proposed and adopted in fall 2020.
Legislative History:
The City held a Public Hearing on the 2020 Proposed Budget on October 26, 2019 in accordance with Illinois state municipal law. A separate Truth in Taxation hearing on the 2019 proposed property tax levies was held on October 28, 2019. Both hearings were properly noticed in accordance with Illinois state municipal law.

Attachments:
2020 BBWS FOR ADOPTION
2020-21 All Funds Budget
149-O-19 2020 Budget Ordinance 10.29
### Proposed 2020 Budget Balancing Worksheet

<table>
<thead>
<tr>
<th>General Fund Summary</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed General Fund (includes sales tax increase)</td>
<td>$118,076,525</td>
<td>$117,970,285</td>
<td>$106,240</td>
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<tr>
<td>Proposed General Fund Changes (detail below)</td>
<td>$744,033</td>
<td>-$769,793</td>
<td></td>
</tr>
<tr>
<td>Adopted General Fund Budget</td>
<td>$118,820,558</td>
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<td>$1,620,066</td>
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<tr>
<td>Contribution to general fund balance</td>
<td>1,500,000</td>
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### Proposed General Fund Changes

<table>
<thead>
<tr>
<th>Category</th>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Move consolidated Social Services to Human Services Fund</td>
<td>(193,000)</td>
<td>(2,287,258)</td>
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<tr>
<td>Remove transfer to Human Services Fund</td>
<td></td>
<td>(828,471)</td>
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<tr>
<td>Decrease to General Fund Tax Levy</td>
<td>(2,350,003)</td>
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<tr>
<td>Community Development</td>
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<td></td>
</tr>
<tr>
<td>Amusement tax increase (4% to 5%)</td>
<td>75,000</td>
<td></td>
</tr>
<tr>
<td>Self Storage user fee (5%)</td>
<td></td>
<td>150,000</td>
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<tr>
<td>Electronic plan review and self-service permitting software</td>
<td></td>
<td></td>
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<tr>
<td>Administrative Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disaster recovery software</td>
<td>50,000</td>
<td></td>
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<tr>
<td>New administrative adjudication software</td>
<td>10,000</td>
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<tr>
<td>Long-term financial forecasting software</td>
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<tr>
<td>Increase transfers to Equipment Replacement Fund</td>
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<tr>
<td>Parking fine standardization and realignment</td>
<td>75,000</td>
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</tr>
<tr>
<td>Reduction to Parking Tickets (end Sunday enforcement)</td>
<td>(15,000)</td>
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<tr>
<td>Police Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase to Police Pension contribution</td>
<td>762,946</td>
<td>762,946</td>
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<tr>
<td>Increase Police Department overtime budget</td>
<td>500,000</td>
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<tr>
<td>Increase revenue for overtime reimbursements</td>
<td>400,000</td>
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<tr>
<td>Administrative Towing Fee</td>
<td>50,000</td>
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<tr>
<td>Increase expenses for Police Payouts (per union contracts)</td>
<td>400,000</td>
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<tr>
<td>Hold 4 Police Officer positions vacant (as in 2017-2019)</td>
<td>(320,000)</td>
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<tr>
<td>Elimination of Records Manager position (vacant)</td>
<td>(118,000)</td>
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<tr>
<td>Reclass Assistant Records Manager to Records Coordinator</td>
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<tr>
<td>Hold 1 Commander position vacant (retirement Nov. 2019)</td>
<td>(166,000)</td>
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<tr>
<td>Increase reimbursement for telecommunicators from E911 Fund</td>
<td>200,000</td>
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<tr>
<td>Fire Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase to Fire Pension contribution</td>
<td>902,090</td>
<td>902,090</td>
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<tr>
<td>Hold 2 Firefighter positions vacant</td>
<td>(156,500)</td>
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<tr>
<td>Increase Fire Department overtime budget</td>
<td>100,000</td>
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</tr>
<tr>
<td>Emergency incident cost recovery (insurance billing only)</td>
<td>75,000</td>
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</tr>
<tr>
<td>Parks, Recreation and Community Services</td>
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<td></td>
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<tr>
<td>Increase seasonal employee budgets for state minimum wage</td>
<td>125,000</td>
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<tr>
<td>Public Works Agency</td>
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<td></td>
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<tr>
<td>Triannual elm tree inoculation</td>
<td>550,000</td>
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</tr>
<tr>
<td>Use of elm tree inoculation reserve funds</td>
<td>500,000</td>
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<tr>
<td>Move expenses to Motor Fuel Tax Fund</td>
<td>(858,600)</td>
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<tr>
<td>Increase transfer from Motor Fuel Tax Fund</td>
<td>62,000</td>
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<tr>
<td>City-Wide Changes</td>
<td></td>
<td></td>
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<tr>
<td>Exempt employee merit increases and compression adjustments</td>
<td>165,000</td>
<td></td>
</tr>
<tr>
<td>Tax revenue from Welsh-Ryan Arena Events (Athletic and Amusement tax)</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Recreational Cannabis Tax (3%)</td>
<td></td>
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</table>

### Total General Fund Proposed Changes

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>$744,033</td>
<td>-$769,793</td>
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</table>
### Human Services Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Services Grant Revenue</td>
<td>93,000</td>
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</tr>
<tr>
<td>Transfer from Library Fund</td>
<td>70,000</td>
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</tr>
<tr>
<td>Transfer from Good Neighbor Fund (supporting Youth Services)</td>
<td>100,000</td>
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<tr>
<td>New Human Services Tax Levy</td>
<td>3,110,000</td>
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<tr>
<td>Mental Health Board Distribution</td>
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<td>736,373</td>
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<tr>
<td><strong>Human Services Division (Hold 1 of 2.5 new positions vacant in 2020)</strong></td>
<td></td>
<td>1,150,052</td>
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<tr>
<td>Youth and Young Adult Division</td>
<td></td>
<td>1,481,324</td>
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<tr>
<td><strong>Total Proposed Human Services Fund</strong></td>
<td><strong>$3,373,000</strong></td>
<td><strong>$3,367,749</strong></td>
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### Reparations Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreational Cannabis Tax (3%)</td>
<td>250,000</td>
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</tr>
<tr>
<td>Reparations Program Expenses</td>
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<td>$250,000</td>
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<tr>
<td><strong>Total Proposed Reparations Fund</strong></td>
<td><strong>$250,000</strong></td>
<td><strong>$250,000</strong></td>
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</table>
## City of Evanston
### FY 2020 Budget

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund #</th>
<th>2020 Proposed Expenses</th>
<th>BBWS Adjustments</th>
<th>2020 Adopted Expenses</th>
<th>2021 Projected Expenses</th>
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</thead>
<tbody>
<tr>
<td>General</td>
<td>100</td>
<td>117,970,285</td>
<td>(769,793)</td>
<td>117,200,492</td>
<td>119,321,742</td>
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<td>General Assistance</td>
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<td>Health and Human Services</td>
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<td>887,706</td>
<td>2,480,043</td>
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<td>Reparations Fund</td>
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<td>250,000</td>
<td>250,000</td>
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<td>Good Neighbor Fund</td>
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<td>Library Fund</td>
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<td>8,472,778</td>
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<td>8,631,456</td>
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<td>Library - Debt Service</td>
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<td>482,243</td>
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<td>Library - Capital</td>
<td>187</td>
<td>543,000</td>
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<td>449,000</td>
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<td>Motor Fuel</td>
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<td>2,432,987</td>
<td>1,052,000</td>
<td>3,484,987</td>
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<td>Emergency Telephone</td>
<td>205</td>
<td>1,621,374</td>
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<td>1,821,374</td>
<td>1,604,522</td>
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<td>Special Service Area #4</td>
<td>210</td>
<td>592,665</td>
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<td>CDBG</td>
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<td>CDBG Loan</td>
<td>220</td>
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<td>HOME</td>
<td>240</td>
<td>659,678</td>
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<td>604,799</td>
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<td>Affordable Housing Fund</td>
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<td>1,297,741</td>
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<td>Debt Service</td>
<td>320</td>
<td>15,840,981</td>
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<td>Howard-Ridge TIF</td>
<td>330</td>
<td>541,113</td>
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<td>507,813</td>
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<td>West Evanston TIF</td>
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<td>740,000</td>
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<td>Dempster-Dodge TIF</td>
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<td>Chicago-Main TIF</td>
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<td>Special Service Area #7</td>
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<td>Special Service Area #8</td>
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<td>Capital Improvement</td>
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<td>Crown Construction</td>
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<tr>
<td>Crown Center Maintenance</td>
<td>417</td>
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<tr>
<td>Special Assessment</td>
<td>420</td>
<td>957,930</td>
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<td>Parking</td>
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<td>Water</td>
<td>510</td>
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<td>42,723,921</td>
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<td>Sewer</td>
<td>515</td>
<td>14,717,225</td>
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<td>14,717,225</td>
<td>12,833,885</td>
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<td>Solid Waste</td>
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<td>5,837,705</td>
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<td>Fleet</td>
<td>600</td>
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<td>3,190,072</td>
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<td>Equipment Replacement</td>
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<td>200,000</td>
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<td>Insurance</td>
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<td>14,119,436</td>
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<tr>
<td><strong>Total All Funds</strong></td>
<td></td>
<td>$ 317,296,977</td>
<td>$ 3,412,250</td>
<td>$ 320,709,227</td>
<td>$ 303,560,900</td>
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</table>
149-O-19

AN ORDINANCE

Approving the 2020 Fiscal Year Budget of the City of Evanston

WHEREAS, 65 ILCS 5/8-2-9.1 et seq. and Title 1, Chapter 8 of the City Code, 2012, as amended, requires the City Manager to submit to the City Council a proposed budget for the ensuing fiscal year that presents a complete budget for revenues and expenditures plan for each fund; and

WHEREAS, in accordance with legal requirements, the City Manager submitted the proposed budget for the 2020 fiscal year to the City Council for its review and the required hearings on said budget were conducted and properly noticed under the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.; and

WHEREAS, the City Council has reviewed the proposed budget, with a total expenditure amount of three hundred and twenty million, seven hundred and nine thousand, and two hundred and twenty-seven dollars ($320,709,227),

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

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

SECTION 2: That the City Council hereby adopts the City of Evanston’s 2020 fiscal year budget, with a total expenditure amount of three hundred and twenty million, seven hundred and nine thousand, and two hundred and twenty-seven dollars ($320,709,227), summarized in the document attached hereto as Exhibit A and
incorporated herein by reference, and hereby directs the City Manager to implement
said budget.

SECTION 3: That this Resolution 149-O-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    Michelle L. Masoncup, Corporation

Attest:                        Counsel

______________________________  ________________________________
Devon Reid, City Clerk         Adopted: __________________, 2018
## City of Evanston – Fiscal Year 2020 Adopted Budget Summary

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund #</th>
<th>2020 Adopted Expenses</th>
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<tr>
<td>General</td>
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<tr>
<td>General Assistance</td>
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<td>Good Neighbor Fund</td>
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<td>Library - Capital</td>
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<td>CDBG</td>
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<td>Affordable Housing Fund</td>
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<td>Special Service Area #8</td>
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<td>Water</td>
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<tr>
<td>Police Pension</td>
<td>705</td>
<td>13,449,007</td>
</tr>
<tr>
<td><strong>Total All Funds</strong></td>
<td></td>
<td><strong>$ 320,709,227</strong></td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
From: Brian Scott, Fire Chief
Subject: Ordinance 150-O-19, Amending City Code Subsection 9-2-3 to Add Fire Department Emergency Incident Cost Recovery Fees
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 150-O-19, Amending City Code Subsection 9-2-3 to Add Fire Department Emergency Incident Cost Recovery Fees.

Council Action:
For Action

Summary:
The fiscal demands to sustain various emergency and non-emergency services provided to the public continue to escalate and the City has limited opportunities for recovering costs associated with Fire Department services.

Currently, fees are assessed for fire alarm permits, excessive false fire alarms, hazardous materials mitigation, standby use of fire equipment and personnel as well as emergency ambulance transport in accordance with the Evanston City Code (9-10-8-1, 9-12-2 and 9-2-3 respectively).

State of Illinois billing regulations permits fire agencies to recoup expenses for additional emergency services provided by fire departments, which allows municipalities the ability to recover some financial resources to help support service levels. These additional emergency services would include motor vehicle accidents, vehicle and structure fires and certain specialized rescues.

Based upon this regulatory allowance, approximately 50 Chicago metro area fire agencies have expanded their emergency incident recovery fee structure to gain additional revenue to maintain services to their community.

Given the tremendous resources necessary to ensure the Fire Department is prepared to manage a vast array of emergency situations, I believe consideration should be given to amend the Evanston City Code to allow for expanded emergency incident cost recovery for
the Evanston Fire Department. As with our current EMS billing practices, all fees would be invoiced directly to the affected parties’ insurance carrier. Evanston residents and business owners would not receive any bill relative to these expanded recovery fees.

The Department has explored options for implementing emergency incident cost recovery, and a third party vendor will be utilized that will take full responsibility for working with the insurance company to recover appropriate expenses.

The table below provides the recommended fee structure for these particular Evanston Fire Department emergency services:

<table>
<thead>
<tr>
<th>Fire Department Service</th>
<th>Emergency Incident Recovery Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle Accident</td>
<td>$520</td>
</tr>
<tr>
<td>Vehicle Fire</td>
<td>$605</td>
</tr>
<tr>
<td>Structure Fire</td>
<td>$500</td>
</tr>
<tr>
<td>Specialized Rescue</td>
<td>$400</td>
</tr>
</tbody>
</table>

**Legislative History:**
Subsection 9-2-3, of the Evanston City Code of 2012

**Attachments:**
[Ordinance 150-O-19 Fire Dept Cost Recovery Fees]
AN ORDINANCE

Amending City Code Subsection 9-2-3 to Add Emergency Incident Cost Recovery Fees

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

SECTION 1: Subsection 9-2-3, of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

9-2-3. – FEES CHARGED; USE OF EQUIPMENT.

(A) The Fire Chief may charge a reasonable fee for all salvage and overhaul work performed and for standby use of fire equipment and personnel. Such fees shall not exceed actual costs plus ten percent (10%) and all fees collected shall be remitted to the City Collector.

(B) Both nonresidents and residents of the City of Evanston who have been provided emergency ambulance transport service by the City shall be required to pay a fee to the City, for each incident. All persons requiring transport to a hospital by the Evanston Fire Department (or its designees) and related services hereafter defined, shall be charged, per person, as follows:

<table>
<thead>
<tr>
<th>Type of Transport</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLS Transport</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>ALS Transport</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>ALS2 Transport</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

BLS TRANSPORT: Transportation that requires basic life support service.

ALS TRANSPORT: Transportation that requires advanced life support service.

ALS2 TRANSPORT: Transportation that requires more extensive/invasive advanced life support services.
### MILEAGE:
Charge per miles of transport in ambulance.

### VEHICLE OWNER
The registered or legal owner or person who is otherwise entitled to possession of the motor vehicle.

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The City Manager may waive or reduce the fees charged in Section 9-2-3 if the individual demonstrates financial hardship. Waiver or reduction in fees shall not create a precedent and performed at his/her sole discretion.

(C) Each property owner or vehicle owner that receives any of the following emergency services from the City shall be charged the corresponding recovery fee for such services:

1. Fire Department response to a motor vehicle accident shall be charged a fee of $520.00;
2. Fire Department response to a vehicle fire shall be charged $605.00;
3. Fire Department response to a structure fire shall be charged $500.00; or
4. Fire Department response to an incident requiring a special rescue, including but not limited to: industrial or vehicle extrication, above & below grade, confined space, structural and/or trench collapse incidents, shall be charged a fee of $400.00.

(D) The City Manager or designee shall cause a bill to be issued and sent to the appropriate entity or person responsible for payment for said person having been transported by ambulance, having received emergency medical services, or Fire Department Response specified in this section. The City Manager is authorized to modify or change the fees that may be charged from time to time after consideration of certain factors. Such factors that may be considered by the City Manager include, but are not limited to, applicable Medicare rates, reimbursement rates, cost standards in the insurance or health care industry, and actual cost of services and supplies. The City Manager shall cause such schedule of fees made available to the public on the City’s website.

(E) The City Manager or designee is hereby authorized to accept payment from Medicare, Medicaid, any Federal health care program, insurers, or other third party payers for any fee charged under this section. The fees that are to be charged to persons shall differentiate between nonresidents and residents.
1. In relation to residents, the City will charge and collect only those amounts that are covered by Federal health care programs, including but not limited to Medicare and Medicaid, insurers, or any other third party payers. Such bills will be sent directly to the third parties, with a statement to the resident indicating that the City will accept the payment by the third party as payment in full. Any and all payments made by the aforesaid third parties for residents, will be accepted by the City as paid in full and the resident will have no obligation to make any additional payment as a co-payment, deductible, or otherwise.

2. In relation to nonresidents, the nonresident shall be liable and responsible for full payment of the transportation and services provided.

3. All fees collected in conformance with this section shall be deposited in the general fund of the City.

(F) The City Manager is hereby authorized to promulgate rules, regulations, and procedures for the implementation of this section.

(G) Nonemergency use of Fire and Life Safety Services Department personnel, vehicles, equipment or building shall not be permitted without written approval by the Fire Chief or his/her duly authorized representative.

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 150-O-19 shall be in full force and effect after its passage and approval.

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved: ___________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Michelle L. Masoncup, Corporation Counsel

Page 6 of 6
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hitesh Desai, Chief Financial Officer
CC: Kate Lewis-Lakin, Budget Coordinator
Subject: Ordinance 151-O-19, Amending the Amusement Tax from 4% to 5%
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 151-O-19, amending the amusement tax to increase the rate assessed from 4% to 5% of the admission fee or charge, effective on January 1, 2020.

Council Action:
For Action

Summary:
The 2020-21 Proposed Budget was release on October 4, 2019. Included in the 2020 budget balancing worksheet was an increase to the City's amusement tax from 4% to 5%. This will generate an additional $75,000 in revenue annually in the City's General Fund.

The amusement tax is imposed upon every amusement patron for the privilege of admission to amusement in the City. The tax does not apply to a performance through a governmental agency including school districts, religious organization, or non-profit organization.

Attachments:
Ordinance 151-O-19 Amusement Tax
AN ORDINANCE

Amending the Amusement Tax to Increase the Rate Assessed from 4% to 5% of the Admission Fee or Charge

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Subsection 3-2-17-1 “Tax Imposed” for the Amusement Tax of the City Code of 2012 is amended to read as follows:

3-2-17-1. - TAX IMPOSED.

A tax of four five percent (5%) on the admission fee or charge is imposed upon every amusement patron for the privilege of admission to any amusement in the City provided, however, that the amusement tax shall not apply to the following.

(A) Governmental agencies;

(B) Religious societies or organizations;

(C) Live performances conducted or sponsored by not-for-profit institutions, organizations, groups or societies where no part of the net earnings inure to the benefit of any private shareholder or person.

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 4: This ordinance will be in full force and effect on January 1, 2020.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019
Adopted: ________________, 2019

Approved: __________________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup
Corporation Counsel

~2~
AN ORDINANCE

Amending Various Chapters of Title 10, “Motor Vehicles and Traffic” Regarding Parking Violations

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

SECTION 1: Various sections of Title 10 Chapter 4, “Stopping, Standing or Parking,” of the Evanston City Code of 2012, as amended, are hereby further amended:

CHAPTER 4 - STOPPING, STANDING OR PARKING

10-4-1. STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES.

No person, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or a traffic control device, in any of the following places shall:

(A) Stop, stand or park a vehicle:

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street. A violation of Section 10-4-1(A)(1) shall result in a mandatory fine of fifty five dollars ($55.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty-five dollars ($55.00);

2. On a sidewalk in such a way as to obstruct any portion thereof;

3. Within an intersection;

4. On a crosswalk;

5. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

7. Upon any bridge or other elevated structure upon a highway;

8. On any railroad tracks. A violation of this Subsection (A)8. shall result in a mandatory fine of five hundred dollars ($500.00) or fifty (50) hours of community service.

9. At any place where official signs prohibit stopping, standing or parking;

10. On any controlled-access highway;

11. In the area between roadways of a divided highway, including crossovers;

12. On a parkway;

13. Under a fire escape.

14. In a public parking area if the vehicle does not display a current annual registration sticker or current temporary permit pending registration.

(B) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:

1. In front of a public or private driveway or alley, and within eight feet (8') of a public or private driveway or alley where signposted. A violation of Section 10-4-1(B)(1) shall result in a mandatory fine of sixty dollars ($60.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty-five dollars ($55.00);

2. Within fifteen (15) feet of a fire hydrant. A violation of Section 10-4-1(B)(2) shall result in a mandatory fine of sixty dollars ($60.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty-five dollars ($55.00);

3. Within twenty (20) feet of a crosswalk at an intersection;

4. Within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway;
5. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of such entrance (when properly signposted);

6. At any place where official signs prohibit standing.

(C) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers:
   1. Within fifty (50) feet of the nearest rail of a railroad crossing;
   2. At any place where official signs prohibit parking;

(D) Move a vehicle not lawfully under his/her control into any such prohibited area or away from a curb such distance as is unlawful.

10-4-2. - OBSTRUCTING TRAFFIC.
   No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to obstruct the free movement of traffic. A violation of Section 10-4-2 shall result in a mandatory fine of fifty-five dollars ($55.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty dollars ($50.00);

10-4-3. - PARKING FOR CERTAIN PURPOSES PROHIBITED.
   (A) No person engaged in the acquisition or sale of vehicles shall park or place a vehicle upon any street, alley, or parkway for the purpose of selling or offering the same for sale or rent. For purposes of this Section, a person "engages in the sale of vehicles" if he/she holds himself/herself out, by any means whatever, as accepting or willing to accept vehicles for sale.

   (B) It shall also be unlawful to park any vehicle upon the street in a business district from which any merchandise is being sold.

   (C) It shall be unlawful to park or place any nonmotorized vehicle upon or in any public way for any purpose or period of time other than for the expeditious loading or unloading of goods or materials, and then only for a period not to exceed four (4) hours.

   (D) It shall be unlawful to park or place any nonmotorized vehicle upon or in any public way between the hours of nine o'clock (9:00) P.M. and six o'clock (6:00) A.M.

   (E) Any person found violating any of the provisions of this Section shall be fined twenty-five dollars ($25.00) for each offense and ten dollars ($10.00) additional penalty if payment is made after the expiration date.

10-4-4. - EMERGENCY PARKING.
Nothing contained in this Chapter shall be construed to prohibit emergency vehicles, or vehicles operated by physicians on emergency calls, from parking or standing such a motor vehicle in a zone where parking or standing is otherwise prohibited during the course of said emergency call.

10-4-5. - RESTRICTIONS IN BUSINESS AND RESIDENTIAL DISTRICTS.

10-4-5-1. - PARKING IN ALLEYS.

(A) *Parking In Alleys Within The Business District:* Where signposted, it shall be unlawful for the operator of any vehicle to park the same in any alley within a business district; provided, however, that nothing herein shall be construed to prohibit the parking of delivery trucks while actually engaged in the delivery or picking up of merchandise or material.

(B) *Parking In Alleys Within Residence Districts:* Where signposted, it shall be unlawful for the operator of any vehicle to park the same in the alley of any "residence district," defined in Chapter 1 of this Title, except with the left or right wheels of the vehicle within twelve inches (12") of the west side of north and south alleys and the south side of east and west alleys, except where parking on both or a different side of the alleys shall have been provided for or prohibited by ordinance and so indicated. Nothing herein shall be construed to permit parking in those alleys where by ordinance all parking shall have been prohibited. A violation of Section 10-4-5-1 shall result in a mandatory fine of fifty-five dollars ($55.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty dollars ($50.00);

10-4-5-2. - PARKING IN PREDOMINANTLY RESIDENTIAL AREAS.

(A) *Violation Penalty.* It shall be unlawful for any person to park a taxicab, or any vehicle, other than a "passenger vehicle," as defined in this Title, in any street of any block in which more than one-half (½) of the buildings in such block are used exclusively for residential purposes, and in which block this regulation has been posted, for a longer period than is necessary for the reasonable expeditious loading or unloading of such vehicles. Any person violating the provisions of this Subsection shall be fined not less than five dollars ($5.00) nor more than twenty-five dollars ($25.00) for each offense.

(B) *Residential Permit Parking Areas.*

1. The City Manager or his/her designee is hereby authorized to designate, by and with the consent of the City Council, as hereinafter provided, streets and other public ways within the City on which the parking of vehicles may be restricted to vehicles bearing a valid parking permit issued pursuant to this
Section or to vehicles bearing a valid Evanston vehicle license issued pursuant to this Section.

2. As used in this Section:

   a. "Residential area" shall mean a contiguous or nearly contiguous area containing public highways or parts thereof primarily abutted by residential property or residential and nonbusiness property (such as schools, parks and churches), and designated as such by the City Manager.

   b. "Commuter vehicle" shall mean a motor vehicle parked in a residential area by a person not a resident thereof.

3. A residential area shall be deemed eligible for residential permit parking if, based on objective criteria herein established, parking therein is "impacted" by commuter vehicles between eight o'clock (8:00) A.M. and five o'clock (5:00) P.M. weekdays, except holidays.

4. In determining whether an area identified as eligible for residential permit parking shall be designated as a residential permit parking area, the area in question shall meet the following criteria:

   a. The number of vehicles parked on the area streets during an average day, between the hours of eight o'clock (8:00) A.M. to five o'clock (5:00) P.M., except holidays. During any two (2) consecutive hours, the number of vehicles parked (or standing), legally or illegally, on the streets in the area must be equal to or greater than seventy percent (70%) of the legal on street parking capacity of the area to qualify as an "impacted" area.

   b. The number of commuter vehicles parked (or standing) on the streets of the area during the same time period as in Subsection (B)4a of this Section. The number of commuter vehicles so parked in this category must be equal or greater than thirty percent (30%) of the total number of vehicles parked to qualify as an "impacted" area.

   c. There must be reasonable and generally acceptable alternate areas for the displaced commuter vehicles to relocate to, or other modes of transportation to be utilized so that the cause of the impacted area under study is not merely shifted to an adjacent neighborhood residential area.

   d. The residents must be willing to accept the restrictions of the permit parking program and to bear the administrative costs incurred because of the designation of a residential parking area.

The following factors shall also be considered:
a. The possibility of a reduction in total vehicle miles driven in the City and its environs;

b. The likelihood of alleviating traffic congestion, illegal parking and related health and safety hazards;

c. The proximity of public transportation to the residential area;

d. The need for parking in proximity to establishments located therein and used by the general public for religious, educational, or recreational purposes.

5. In order to determine whether a particular street, avenue or other location should be designated as a residential permit parking area, a public hearing will be conducted prior to the designation of a permit parking area, or prior to the withdrawal of such designation once it is established. The hearing shall clearly state the exact location and boundaries of the residential permit parking area under consideration, the reasons why such area is being proposed for designation as a residential permit parking area, and the permit parking fee that would be charged as provided for herein. During such hearing any interested person shall be entitled to appear and be heard. No hearing shall be held and no area designated if it is not found to be an impacted area under Subsection (B)4 of this Section.

6. a. Following Council approval of the designation of a residential permit parking area, the City Manager or his/her designee shall issue appropriate permits and shall cause parking signs to be erected in the area indicating the times, locations, and conditions under which parking shall be by permit only. The area shall be described by stating which streets or portions of streets that comprise the area and shall outline the boundary of residence in Schedule XVIII, Section 10-11-18 of this Title. A permit shall be issued upon application and payment of the applicable fee, only to the owner or the operator of a motor vehicle who resides on property located within the residential permit parking area designated. Further, no permit shall be issued until the applicant has either: 1) paid the fine and/or penalty for each violation for which there is an outstanding or otherwise unsettled parking violation, or 2) requested an appearance in the circuit court to answer for each violation.

b. Following Council order to withdraw residential parking designation, the City Manager or his/her designee shall cause the pertinent signs to be removed within a reasonable time period thereafter.

7. The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, the motor vehicle's make, model, registration number, the number of the applicant's operator's permit, and the
number of the City motor vehicle license if legally required. The motor vehicle’s registration and operator’s license may, in the discretion of the City Manager, be required to be presented at the time of making said application in order to verify the contents thereof. The owner or operator of any motor vehicle applying for a residential parking permit shall have a valid City motor vehicle license for the vehicle unless said license is legally not required. The permit shall be renewed annually on or before January 1, upon such conditions and procedures as the City Manager or his/her designee shall specify. The permit may be issued on a pro rata, by month, basis; however, all permits issued after January 1 in any year shall be valid until December 31 of the same year. The permit shall be displayed in a manner as determined and directed by the City Manager or his/her designee. The permit shall display the City motor vehicle license number if required to have said license, zone number and expiration date.

8. Notwithstanding any provision of this Section to the contrary, the holder of a residential parking permit shall be permitted to stand or park a motor vehicle operated by him/her in the designated residential parking area specified on the permit during such times as the parking of motor vehicles therein is permitted. A residential parking permit shall not guarantee or reserve to the holder a parking space within a designated residential permit parking area.

9. A residential parking permit shall not authorize the holder thereof to stand or park a motor vehicle in such places or during such times as the stopping, standing or parking of motor vehicles is otherwise generally prohibited or set aside for specific types of vehicles (no parking any time, bus stop, loading zone, etc.), nor exempt the holder from the observance of any traffic regulations.

10. a. No person shall display a permit on any vehicle other than the vehicle described in the application for which a residential parking permit has been made and the permit issued. Any such use or display of a permit on a vehicle as described above shall constitute a violation of this regulation by the permittee and by the person who so used or displayed such parking permit.

b. It shall constitute a violation of this regulation for any person to represent himself/herself as eligible for a residential parking permit or to furnish any false information in an application to the City Manager or his/her designee in order to obtain a residential parking permit.

c. The City Manager or his/her designee is authorized, in accordance with due process regulations as stated in other parts of this Code, to revoke the residential parking permit of any permittee found to be in violation of this regulation. Upon written notification thereof, the permittee shall surrender such permit to the City Manager or his/her designee. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this regulation.
d. Residential parking permits may only be issued to legal residents of a dwelling unit. The number of legal residents shall be that number specified in this Code.

11. The fee of one hundred fifteen dollars ($115.00) per permit, annually, is hereby established to cover administrative costs of permits, signs, and related costs of the residential permit parking programs. The fee is to be reduced by the amount of the Evanston vehicle license for those applicants who have purchased said license. Permits issued on or after January 1 shall have a fee of fifty-seven dollars and fifty cents ($57.50).

12. The City Manager or his/her designee is authorized to make provisions for the issuance of temporary parking permits to residents of a designated residential parking area. Proof of residence within the district must be provided prior to the issuance of said permits, which will have a fee of twenty cents ($0.20) each. These permits are for one day and will be valid only if the resident has entered in ink on the face of the permit the license plate of the visitor's vehicle, the day of the week and the date.

13. Any person who shall violate any provision of this regulation pertaining to "residents only parking" shall, upon conviction, be subject to punishment by a fine of twenty-five dollars ($25.00) and if not paid within the period of ten (10) days from the date appearing on the violation notice, said person shall be subject to an additional fine of ten dollars ($10.00). Those streets or portions of streets so designated "residents only parking" shall be maintained in schedule XVIII, Section 10-11-18 of this Title.

Any person who shall violate any provision of this regulation pertaining to "residents exempt parking" shall, upon conviction, be subject to the fine found in Schedule XVII, Section 10-11-17 of this Title. Those streets or portions of streets so designated "residents exempt parking" shall be maintained in Subsection 10-11-10(F) of this Title.

(C) Evanston Resident Only Parking Districts: The City Manager or his/her designee is authorized to designate, by and with consent of the City Council, certain streets or portions of streets as "Evanston resident only parking districts." The streets to be so designated shall meet the criteria for establishing residents only parking districts as described in Subsection (B) of this Section. The means of identifying vehicles eligible for parking in these districts shall be a valid Evanston vehicle license issued pursuant to Section 10-8-1 of this Title. The penalty for violating the provisions of this Section shall be twenty-five dollars ($25.00) for each offense, and if not paid within ten (10) days from the date of issue of the violation notice, an additional ten dollar ($10.00) penalty shall apply. The streets designated as Evanston resident only parking districts shall be listed in Schedule XXII, Section 10-11-22 of this Title, which shall be created for that purpose.
(D) **Signs Prohibiting Parking Near Driveways:** Upon written application to the City Manager or the City Traffic Engineer and payment of the fee of thirty dollars ($30.00), a sign or signs prohibiting parking within eight feet (8') of driveways will be erected at the address designated in the application.

**10-4-5-3. - PARKING OF COMMERCIAL VEHICLES AND BUSES.**

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City which meets the standards described in the following Subsections:

(A) **Residential Areas.** It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which more than one-half (½) of the buildings are used for residential purposes. This restriction shall be in effect between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M., every day. "Commercial vehicle" and "bus" as used in this Subsection shall refer to those vehicles defined as such in the Illinois Vehicle Code. The penalty for each offense shall be ten dollars ($10.00) plus ten dollars’ ($10.00) additional penalty if paid after the expiration of ten (10) days from the date of issue for vehicles less than twenty-five feet (25') in length. For vehicles twenty-five feet (25') or greater in length, the penalty for each offense shall be twenty-five dollars ($25.00) plus ten dollars’ ($10.00) additional penalty if paid after the expiration of ten (10) days from the date of issue.

(B) **Nonresidential Areas.** It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which signs have been posted indicating this prohibition, for a longer period than is required for the expeditious loading or unloading of such vehicles. "Commercial vehicle" and "bus" as used in this Subsection shall refer to those vehicles defined as such in the Section 10-1-3 of this Title. The penalty for each offense shall be ten dollars ($10.00) plus ten dollars’ ($10.00) additional penalty if paid after the expiration of ten (10) days from the date of issue for vehicles less than twenty-five feet (25') in length. For vehicles twenty-five feet (25’) or greater in length, the penalty for each offense shall be twenty-five dollars ($25.00) plus ten dollars’ ($10.00) additional penalty if paid after the expiration of ten (10) days from the date of issue.

**10-4-6. - PARKING ON PRIVATE PROPERTY.**

No person shall stand or park a vehicle on any private lot or lot area without the express or implied consent of the owner thereof. Whenever signs or markings have been erected on any lot or lot area, contiguous or adjacent to a street, thoroughfare or alley indicating that no vehicles are permitted to stand or park thereon, it shall be unlawful for any person to drive a vehicle across any curb or lot line or over any driveway from a street or alley into such lot or area for the purpose of standing or parking such vehicle, or for any person to stop, stand or park any vehicle in such lot or lot area.
10-4-7. - PARKING NEAR SCHOOL PROPERTY.

Whenever an entrance to school property is used as an entrance or exit for school children, it shall be unlawful to park any vehicle on the school side of the street between the property lines of such school property between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on any school day; provided, that signs are erected giving notice thereof.

10-4-8. - METHOD OF PARKING.

Every vehicle stopped or parked upon a roadway where there is an adjacent curb shall be so stopped or parked with the right hand wheels of such vehicle parallel with and within twelve inches (12") of the right hand curb, except as otherwise provided in the following Subsections:
(A) Upon those streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs.
(B) Upon one-way streets or any alley where signs have been erected indicating that parking is permitted upon the left hand side of any such street or alley, vehicles parking in such areas shall be parked with the left hand wheels of such vehicle parallel with and within twelve inches (12") of the left hand curb.
(C) In places where and at hours when stopping for loading or unloading of merchandise or materials is permitted, vehicles used for the transportation of merchandise and materials may back into the curb to take on or discharge loads when the owner of such vehicle holds a permit granting him/her such privilege. Such permit shall be either in the possession of the driver or on the vehicle at the time such vehicle is backed against the curb to take on or discharge a load.

10-4-9. - UNATTENDED MOTOR VEHICLES.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the key, or when standing upon any perceptible grade, without effectively setting the brake thereon and turning the front wheels to the curb or side of the street or highway.

10-4-10. - SIGNS OR MARKINGS INDICATING ANGLE PARKING.

(A) The traffic engineer shall determine upon what streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon any federal aid or state highway within this City unless the Illinois Department of Transportation has determined by resolution or order entered in its minutes that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
(B) Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the roadway.

10-4-11. - RESERVED PARKING FOR CITIZENS WITH DISABILITIES.

(A) Reserved Parking On Municipal Property, Private Property Or Public Way: When a parking place has been designated as reserved for the mobility limited or when signs are erected giving notice thereof, it shall be unlawful for any person to park a vehicle in such parking space which vehicle does not display the designated license plate of the disabled or disabled veteran or which does not have posted upon such vehicle a permit issued by a government agency allowing such vehicle to park in the aforesaid designated space. Upon written application to the City Manager or his/her designee indicating the name, address, nature of physical disability and vehicular registration information, and evidencing medical documentation of nature, extent, and duration of said disability, the City Manager or his/her designee shall, upon confirmation of said application, issue to a mobility limited person a permit which will enable said permittee to utilize parking spaces designated for the mobility limited.

(B) Spaces Reserved For Specific Citizens With Disabilities:

1. Residents with severe mobility limitations, including, but not limited to, persons using wheelchairs, walkers, artificial limbs, or persons having disabilities which limit walking to very short distances, may apply for a reserved on street space for their use only. Exception: Residents who own, rent, or have regular use of private driveways, carports, or garages which provide convenient or adequate access to their residences are not eligible for this program. Said permit may be issued only in areas zoned R1 through R6.

2. When a parking space has been designated as reserved for a citizen with a disability and signs are erected giving notice thereof, it shall be unlawful for any person to park a vehicle in such parking space which does not display the designated permit issued by the City allowing such a vehicle to park in the aforesaid designated space.

3. Vehicles using the aforesaid spaces are subject to all existing ordinances, including, but not limited to, Sections 10-4-12, "Street Cleaning" and 10-4-13, "Snow Emergency; Snow Route Parking Ban; Other Regulations," of this Chapter.

4. An application must be made in writing and on the form provided by the City. Said application shall contain the following information:

   a. Applicant's name;

   b. Applicant's address;
c. Motor vehicle registration/license number;

d. Evanston wheel tax registration number (the "city sticker" number);

e. Medical verification by a licensed physician that the applicant meets the criteria in Subsection (B)1 of this Section; and

f. A signed statement by the applicant that he/she does not own, rent, or have regular use of a private driveway, carport, or garage which provides adequate or convenient access to his/her dwelling.

5. A permit shall be issued by the City Manager, City Traffic Engineer, or other person designated by the City Manager if the standards as set forth herein have been satisfied and upon payment of the installation fee of thirty dollars ($30.00). A violation of Section 10-4-11(B)(5) shall result in a mandatory fine of two hundred and fifty dollars ($250.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of one hundred dollars ($100.00);

6. The City Manager, City Traffic Engineer, or other person designated by the City Manager shall determine the location for the signs indicating the reserved space and shall cause signs to be erected designating said space. The determination of the City Manager, City Traffic Engineer, or other person designated by the City Manager as to the location of the reserved space shall be final.

7. The permit issued hereunder may be renewed on an annual basis by reapplication in writing on the form provided by the City as set forth in Subsection (B)4 of this Section and upon the payment of the renewal fee of ten dollars ($10.00).

8. In the event a renewal permit is not issued or if the person with the disability no longer needs the reserved space, the signs erected hereunder shall be removed by the City.

10-4-12. - STREET CLEANING.

To facilitate the cleaning of streets within the City, signs giving notice of the street cleaning schedule shall be posted on streets or portions thereof by the City Manager or his/her designee. Where such signs are posted, it is a violation of this Section to park a vehicle on the days and between the times specified on the signs. Any changes to the street cleaning schedule must be approved by the administration and public works committee. A violation of Section 10-4-12 shall result in a mandatory fine of seventy dollars ($75.00). If a ticket issued under this Section is not paid within twenty-one (21)
days following issuance of final determination of liability, the City shall impose an additional penalty of fifty dollars ($50.00);

10-4-13. - SNOW EMERGENCY; SNOW ROUTE PARKING BAN; OTHER REGULATIONS.

(A) Snow Route Parking Ban. A snow route parking ban is hereby declared to be in effect at 11:00 p.m. following the accumulation of two (2) inches of snow within a twenty-four (24) hour period, or may be declared by the City Manager, or his/her designee, and shall remain in effect until 6:00 a.m. the following day.

(B) Snow Routes Designated. To facilitate the removal of snow and to assure the regular flow of traffic during and after snowfalls, the streets and public thoroughfares designated in Section 10-11-6, Schedule VI of this Title, are declared to be snow routes. A violation of Section 10-4-13(A) shall result in a mandatory fine of sixty dollars ($60.00), plus an additional penalty of twenty-five dollars ($25.00) if paid after the expiration of twenty-one (21) days following issuance of final determination of liability;

(C) Snow Emergency. A snow emergency is hereby declared to be in effect at 8:00 a.m. following the accumulation of four (4) inches of snow or may be declared by the City Manager, or his/her designee, and shall remain in effect until 6:00 p.m. the following day, a period of thirty-four (34) hours. A snow emergency may be extended by the City Manager, or his/her designee, should conditions warrant. A violation of Section 10-4-13(C) shall result in a mandatory fine of sixty dollars ($60.00) if the vehicle does not have to be towed relocated. If a vehicle is found to be in violation, and the vehicle must be moved by the City to another location to allow for complete plowing of the street, a violation of one hundred and fifty five ($155.00) will be incurred;

(D) Stopping, Standing, Parking Prohibited.
1. Snow Route Parking Ban: When signs have been erected giving notice thereof, it shall be unlawful for any person to stop, stand, park or leave unattended any motor vehicle upon a snow route, as designated in Subsection (B) of this Section, within the City from eleven o’clock (11:00) P.M. to six o’clock (6:00) A.M. the following day during a snow route parking ban as defined in Subsection (A) of this Section.

2. Snow Emergency Parking Restrictions. On all streets within the City limits, other than designated snow routes, where signs have been erected giving notice thereof, and when a snow emergency has been declared as defined in Subsection (C) of this Section, parking is hereby prohibited on the even numbered side of the street on even dates of the month and on the odd numbered side of the street on odd dates of the month between the hours of 8:00 a.m. and 6:00 p.m. the following day, a period of thirty-four (34) hours.
3. A violation of Section 10-4-13(D) shall result in a mandatory fine of sixty dollars ($60.00), plus an additional penalty of forty dollars ($40.00) if paid after the duration of twenty-one (21) days following issuance of final determination of liability.

(E) Movement of Parked Vehicles. Whenever a motor vehicle has been stopped, parked or left unattended in violation of either the snow route parking ban or the snow emergency parking regulations, said vehicle is hereby declared to be a traffic hazard and the Chief of Police may order said motor vehicle removed pursuant to the provisions of Chapter 6 of this Title or other posted tow away zone within the City. A vehicle found in violation of a Snow Route Parking Ban that is towed will be subject to the sixty dollars ($60.00) fine plus an additional penalty of twenty-five dollars ($25.00) if paid after the expiration of ten (10) days from the date of issue and to the cost of towing and daily storage fee, based on the current rate established in the city towing contract. A vehicle found in violation of a Snow Emergency that must be towed and relocated shall pay a fine of one hundred fifty-five dollars ($155.00) plus an additional penalty of fifty-five ($55.00) if paid after the expiration of twenty-one (21) days following issuance of final determination of liability.

(F) Snow Removal, Deposit in Certain Places Prohibited.

1. No person shall deposit or cause to be deposited any snow upon any street or public thoroughfare.

2. No person shall deposit or cause to be deposited any snow upon any street or public thoroughfare of the City in such a manner as to obstruct a public sidewalk nor shall any person deposit or cause to be deposited any snow upon a parkway or upon private property so as to obstruct a clear view at the intersection of traveled roadways.

10-4-14. - STOPPING FOR LOADING OR UNLOADING.

10-4-14-1. - CURB LOADING ZONES DESIGNATED.

The traffic engineer is hereby authorized to determine the location of passenger and freight curb loading zones and shall place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this Section 10-4-14 are applicable.

10-4-14-2. - PERMITS REQUIRED.

(A) Loading Or Unloading. The Traffic Engineer is authorized to issue to any owner of a vehicle used to transport merchandise or material a special permit renewable annually, and to state therein the terms and conditions thereof, allowing the driver of such vehicle the privilege of loading and unloading the same while the vehicle is
parked or backed against the curb, whenever such privilege is reasonably necessary for the conduct of the owner's business and will not seriously interfere with traffic. It shall be unlawful for any owner or driver to violate any of the special terms or conditions of any such permit.

(B) **Curb Loading Zones.** The Traffic Engineer shall not hereafter designate or sign any curb loading zone upon special request of any person unless such person makes application for a permit for such zone and for two (2) signs to indicate the ends of each such zone. Upon granting a permit and issuing such signs, the City Manager or his/her designee shall collect from the applicant and deposit in the City treasury a service fee of ten dollars ($10.00) per year or fraction thereof. The Traffic Engineer may by general regulations impose conditions upon the use of such signs and for reimbursement of the City for the value thereof in the event of their loss or damage and their return in the event of misuse or upon expiration of permit. Every such permit shall expire at the end of one year.

10-4-14-3. - STANDING IN CURB LOADING ZONE.

(A) **Passenger.** No person shall stop, stand, or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger curb loading zone during hours when the regulations applicable to such curb loading zone are effective, and then only for a period not to exceed three (3) minutes.

(B) **Freight.** No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pick up and loading of materials in any place marked as a freight curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

10-4-14-4. - PUBLIC CARRIER STOPS AND STANDS DESIGNATED.

The traffic engineer shall with the consent of the City Council establish bus stops, bus stands, taxicab stands and stands for other passenger common carrier motor vehicles on such public streets in such places and in such number as shall be determined to be of the greatest benefit and convenience to the public, and every such bus stop, bus stand, taxicab stand or other stand shall be designated by appropriate signs.

10-4-14-5. - STOPPING, STANDING, PARKING OF BUSES AND TAXICABS REGULATED.

(A) The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stand so designated as provided herein.
(B) The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, bus stand or passenger loading zone so designated as provided herein, except in case of an emergency.

(C) The operator of a bus shall enter a bus stop, bus stand or passenger loading zone on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not farther than eighteen inches (18") from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(D) The operator of a taxicab while for hire shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as provided herein. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

10-4-14-6. - RESTRICTED USE OF BUS AND TAXICAB STANDS.

No person shall stop, stand or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand when any such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

10-4-14-7. - PASSENGER LOADING ZONES AND PUBLIC CARRIER STOPS AND STANDS DESIGNATED.

It having been determined from traffic studies that the areas designated in Schedule VII, Section 10-11-7 of this Title, are necessary for the safety of pedestrian and vehicular traffic, those areas designated in said schedule are hereby declared to be loading zones, public carrier stops and stands.

10-4-15. - STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS.

10-4-15-1. - APPLICATION OF PROVISIONS.

The provisions of this Section 10-4-15 prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device.
10-4-15-2. - REGULATIONS NOT EXCLUSIVE.

The provisions of this Section 10-4-15 imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

10-4-15-3. - PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described in Schedule VIII, Section 10-11-8 of this Title.

10-4-15-4. - PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

When signs are erected in each block giving notice thereof, no person shall park a vehicle between the hours specified in Schedule IX, Section 10-11-9 of this Title, on the days therein specified upon any of the streets or portions of streets described in said schedule.

10-4-15-5. - LIMITED PARKING PERMITTED.

(A) Reserved Parking Space: Whenever signs are erected in each City block or at the entrance and exit of any City reserved parking space area giving notice thereof, no person shall park a motor vehicle for a period greater than that designated in schedule X, Section 10-11-10 of this Title, upon those streets, portions of streets or City reserved parking space areas indicated in said schedule on any day except Saturday, Sunday, and national holidays. It is not a defense to a violation of this 10-4-15-5(A) to have moved and parked a vehicle in a new location if the vehicle's new location and the vehicle's prior location are within the same street, portion of street or City reserved parking space areas indicated in said Schedule.

(B) Residential Exemption Parking Permits: The City Manager or his/her designee is hereby authorized to issue residential exemption parking permits to residents with a defined area to park for a period exceeding the posted time limit without penalty. Permits shall be issued upon the following conditions:

1. The vehicle operator must provide proof of residence within the designated exemption area.

2. If the resident's vehicle is required to have an Evanston vehicle license, proof of purchase of said license must be shown prior to the issuing of a residential exemption parking permit.
3. No permit shall be issued until the applicant has either: a) paid the fine and/or penalty for each violation for which there is an outstanding or otherwise unsettled parking violation or b) requested an appearance in the circuit court to answer for each violation.

10-4-15-6. - PARKING SIGNS REQUIRED.

Whenever by this Title or any other regulations of the City any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the traffic engineer to erect appropriate signs giving notice thereof and no such regulations shall be effective unless said signs are erected and in place at the time of any alleged offense.

10-4-15-7. - STOPPING, STANDING OR PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

When signs are erected giving notice thereof, no person shall stop, stand or park a motor vehicle within the time and upon the streets or portions thereof designated in Schedule IX, Subsection 10-11-9(T) of this Title.

10-4-16. - RESERVED PARKING SPACE AREAS. 10-4-16-1. - DESIGNATION OF SPACES.

(A) The areas designated in Schedule XI, Section 10-11-11 of this Title are hereby declared to be reserved parking space areas for the parking and storage of passenger motor vehicles by those persons who shall be granted an allotted space therein as provided in this Section 10-4-16.

(B) The traffic engineer shall have the authority to designate and post within a reserved parking space area specific use reserved parking. The traffic engineer shall designate and post specific use reserved parking where it is determined upon the basis of an engineering and traffic investigation that such specific use reserved parking shall be necessary to aid in the regulation and control of the parking of vehicles. The specific use reserved parking shall be as set forth in Schedule XIX, Section 10-11-19 of this Title.

10-4-16-2. - PERMIT REQUIRED.

(A) Application and Fee. It shall be unlawful for any person to park a vehicle in the posted reserved parking space areas designated in Subsection 10-4-16-1(A) of this Chapter, unless the owner or operator of such vehicle shall have received from the City Manager or his/her designee a permit for such parking and shall have paid the charges therefor for the current month. Further, no permit shall be issued until the applicant has either: A violation of Section 10-4-16-2 shall result in a mandatory fine of fifty dollars ($50.00). If a ticket issued under this Section is not paid within twenty-
one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of forty-five dollars ($45.00);

1) Paid the fine and/or penalty for each violation for which there is an outstanding or otherwise unsettled parking violation; or

2) Requested an appearance in the circuit court to answer for each violation.

Space for the storage and parking of passenger motor vehicles shall be reserved, set aside and allocated to those persons who shall make application therefor to the City Manager or his/her designee and upon the payment of the rental fee, as may be prescribed by the City Council from time to time.

(B) Issuance; Transferability; Renewal. Should there be applicants for space in any designated area in excess of the number of parking spaces available, such applications shall be placed on file by the Finance Director, to be filed in chronological order. No person shall be permitted to sell, transfer or assign reserved parking space to any other person. Reassignment of space shall be by the Finance Director. Renewal of reserved parking spaces shall have preference over all other applications; provided, that such renewal applications are on file prior to the expiration date.

(C) Exceptions. No permits shall be required for designated parking in those reserved parking areas set forth in Schedule XX, Section 10-11-20 of this Title.

(D) Violations. Vehicles parked in violation of Section 10-4-16 shall be subject to towing and further penalties as designated in Schedule XVII, Section 10-11-17 of this Title, provided the reserved parking area is appropriately posted giving notice thereof. Each twenty-four (24) hour period the violation continues shall be construed to be a separate offense.

10-4-16-3. - RESERVED. 10-4-16-4. - MANNER OF PARKING.

Vehicles parked or stored in any reserved space parking area shall be parked within the marked lines whenever lines are provided as a designation of parking spaces. No vehicle shall be parked or left in any driveway or other area not designated for parking.

10-4-16-5. - CONSTRUCTION OF RESERVED SPACE AGREEMENT.

The issuance of a permit to park or store a motor vehicle within any designated reserved space parking area shall constitute a rental of vacant space and neither the City, nor any of its officers or employees shall be liable for any loss or damage to such vehicle or its contents, or for the loss or theft of the same.

10-4-16-6. - REVOCATION OF PERMITS.

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Any permit granted under this Section 10-4-16 may be revoked at any time by the City Manager or his/her designee, in which event a rebate shall be prorated for the unexpired term.

10-4-17. - ON STREET PARKING OF EMERGENCY VEHICLES.

Vehicles other than authorized emergency vehicles may not park in areas designated "emergency vehicle parking only" enumerated in Schedule XXI, Section 10-11-21 of this Title.

10-4-18. - IDLING MOTOR VEHICLES.

10-4-18-1. - STANDING OR PARKED IDLING MOTOR VEHICLES.

No standing or parked motor vehicle with a gross vehicle weight rating of eight thousand (8,000) pounds or greater shall be allowed to idle on any public street, public place, or private property for more than a total of five (5) minutes within a sixty-minute period except under the following circumstances:

(A) The motor vehicle is an official City of Evanston vehicle that is operating in compliance with the City of Evanston Vehicle Idling Management Policy;

(B) The motor vehicle idles while forced to remain motionless because of traffic, an official traffic control device or signal, or at the direction of a law enforcement official;

(C) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency;

(D) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator;

(E) The motor vehicle is owned by an electric utility and is operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;

(F) When the motor vehicle idles due to mechanical difficulties over which the operator has no control;

(G) A bus idles a maximum of fifteen (15) minutes in any sixty-minute period to maintain passenger comfort while nondriver passengers are on board;

(H) An armored motor vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded;
(I) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate nonessential equipment such as air conditioning, heating, microwave ovens or televisions;

(J) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection; or

(K) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.

10-4-18-2. - PENALTY.

Any person who violates the provisions of Section 10-4-18-1 of this Chapter shall be guilty of an offense punishable by a fine of one hundred fifty dollars ($150.00).

10-4-19. - PARKING IN ELECTRIC VEHICLE CHARGING STATIONS.

(A) No person shall park or stand a vehicle in, or otherwise block or bar access to, any Electric Vehicle Charging Station except to park an Electric Vehicle therein and recharge it with the provided electric power source.

(B) Nothing in this Section shall be construed to excuse any person who parks lawfully in an Electric Vehicle Charging Station from obeying posted parking restrictions and/or paying parking meters.

10-4-20. - RECREATIONAL VEHICLE PARKING.

(A) No person, firm or corporation shall park any recreational vehicle, as defined in 625 ILCS 5/1-169, as amended, whether self-propelled or towed on any street in the City, unless a permit is issued by the City Manager or his/her designee.

(B) The City Manager or his/her designee has the authority to adopt procedural rules and regulations governing the permit process, and to issue a parking permit for the parking of a recreational vehicle on a public street to any resident of the City or a bona fide guest of such resident, if:
   (1) a written application is made to the City Manager or his/her designee including the address of the resident; and
   (2) the appropriate fees are paid.

(C) Permits. The permit shall state the address of the resident and the permit shall only be valid on a City-approved permitted lot upon availability, or within the same block as the resident's address, on either side of the street.
(1) Permits may be issued, but not exceed, seventy-two (72) consecutive hours.

(2) No more than four (4) permits shall be issued for any one (1) recreational vehicle within one (1) calendar year.

(3) Proof of residency and proof of recreational vehicle ownership or recreational vehicle use and control shall be demonstrated in a manner determined by the City Manager or his/her designee.

(4) The fee for obtaining a single permit shall be fifty dollars ($50.00).

(D) The recreational vehicle shall not be used for overnight camping.

(E) Violations.

(1) Any person violating the provisions of Section 10-4-20 shall be subject to a fine of one hundred dollars ($100.00) or one hundred and five dollars ($105.00) per day per violation for up to five (5) calendar days. Service of the parking ticket may be served by affixing the original or a copy of the parking ticket to an unlawfully parked vehicle or by handing the parking ticket to the operator of a vehicle if he or she is present.

(2) In addition to the penalty provided for in this Subsection, each recreational vehicle parked contrary to the provisions of this Subsection is hereby declared to be an obstruction in the streets and a public nuisance. After five (5) calendar days, the City Manager or his/her designee is authorized to immediately and without prior notice tow away, or cause to be towed away, said recreational vehicle. The removal shall be in accordance with City Code Section 10-6-2.

(3) Failure to display the permit shall subject the owner of the recreational vehicle to the imposition of fines and/or removal of said vehicle as if the recreational vehicle were parked on the street without a permit having been issued.

10-4-21. – PENALTIES.

(A) Except as otherwise provided in this Chapter, any violation of this Chapter that occurs between January 1, 2020 and December 31, 2020 shall result in a mandatory fine of forty dollars ($40.00) and any violation that occurs on or after January 1, 2021 shall result in a mandatory fine of fifty ($50.00) dollars. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(B) Except as noted above, if a ticket issued under this Chapter is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of thirty dollars ($30.00).
SECTION 2: Title 10, Chapter 5, Section 1 “Parking Zones Established,” and Title 10 Chapter 5, Section 3 “Parking Spaces” of the Evanston City Code of 2012, as amended, are hereby further amended:

10-5-1. - PARKING ZONES ESTABLISHED.

(A) Parking zones are hereby established upon those streets or parts of streets described in Schedule XII, Section 10-11-12 of this Title, in which the parking of vehicles upon streets shall be regulated by single space parking meters, multi-space pay stations or web-based payments upon the days and between the hours specified in said Schedule. Parking zones also include parking spaces in City surface parking lots where the user pays for the parking space through a multi-space pay station or web-based payment application instead of utilizing a monthly parking permit.

(B) The City Manager, traffic engineer, or other person designated by the City Manager is hereby authorized, subject to the approval of the City Council by amendment of Schedule XII, to establish parking zones at other locations upon those streets or parts of streets where it is determined upon the basis of an engineering and traffic investigation that parking meters, pay stations or web-based payments shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

10-5-3. - PARKING SPACES.

(A) The Parking Manager shall designate the parking space(s) for each parking meter, pay station, or web-based payment area for which such device is to be used by appropriate markings upon a sign, or the curb and/or the pavement of the street. Parking spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.

(B) No person shall park a vehicle in any such designated parking space during the restricted or regulated time applicable to the parking zone so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking zone shall be permitted to occupy two (2) adjoining parking spaces when funds have been paid in the parking meter, pay station or web-based application for each space so occupied as is required in this Title for the parking of other vehicles in such space. Except as listed in Section 10-5-3(C), any violation of Section 10-5-3 that occurs between January 1, 2020 and December 31, 2020 shall result in a mandatory fine of forty dollars ($40.00). Any violation of Section 10-5-3 that occurs on or after January 1, 2021 shall result in a mandatory fine of fifty dollars ($50.00).
(C) A violation of the parking requirements for Lot 54 in Section 10-11-10 Schedule X(O), shall result in a mandatory fine of eighty dollars ($80.00).

10-5-4. – PAYMENT OF FUNDS AND TIME LIMITS.

(A) No person shall park a vehicle in any parking space upon a street alongside of and next to a parking meter, pay station or web-based payment area during the restricted and regulated time applicable to the parking zone in which such meter is located unless funds of the appropriate denomination as provided by ordinance shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, and said meter has been placed in operation. A violation of Section 10-5-4(A) shall result in a mandatory fine of twenty-five dollars ($25.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifteen dollars ($15.00).

(B) No person shall permit a vehicle within his/her control to be parked in such parking space during the restricted and regulated time applicable to the parking zone while the parking for such space has expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter the necessary funds. A violation of Section 10-5-4(B) result in a mandatory fine of twenty-five dollars ($25.00);

(B) (C) No person shall park a vehicle in any such parking space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking zone, irrespective of the number or amounts of the funds deposited. Any violation of Section 10-5-4(B) that occurs between January 1, 2020 and December 31, 2020 shall result in a mandatory fine of forty dollars ($40.00). Any violation of Section 10-5-3 that occurs on or after January 1, 2021 shall result in a mandatory fine of fifty dollars ($50.00).

(C) (D) The provisions of this Section shall not relieve any person from the duty to observe other and more restrictive provisions of this Title and the Illinois Vehicle Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

SECTION 3: Title 10 Chapter 8, Section 1 “License Required,” of the Evanston City Code of 2012, as amended, is hereby further amended:

10-8-1. - LICENSE REQUIRED.

(A) It shall be unlawful for any person to use, maintain, store for purposes other than sale, park or operate within the City any motor vehicle registered or required to be registered with the Illinois Secretary of State, to an address within the corporate
limits of the City, unless such vehicle pays an annual fee outlined in Section 10-8-3 by December 31 for the following calendar year and therefore licensed with the City of Evanston as provided in this Chapter. In addition, vehicles not registered or required to be registered with the Secretary of State, as provided in the previous sentence, must be licensed as provided in this Chapter if the vehicle operator lives in an "Evanston resident only parking district" as described in Section 10-4-5-2(C) of this Title. All new residents of the City of Evanston must obtain a license pursuant to this Chapter within thirty (30) days of change of address.

A violation of the provisions of this Section shall take place when a motor vehicle registered or required to be registered with the Illinois Secretary of State to an Evanston address is not licensed within thirty (30) days the motor vehicle is required to be licensed under this Chapter, whether or not said vehicle is actually in operation on the streets or public ways of the City. Citations for a violation of this Section shall be sixty dollars ($60.00) and considered in connection with the City's authority to immobilize motor vehicles per City Code Section 11-2-1. If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of twenty-five dollars ($25.00):

(B) The deadline for annual license renewal will be due no later than December 31 of the renewal year. Citations may be issued for violations of Section 10-8-1(A) thirty-one (31) days after December 31 of the renewal year.

SECTION 4: Title 10 Chapter 11, Section 17 “Schedule XVII; Parking Violation Penalties,” of the Evanston City Code of 2012, as amended, is hereby further amended:

40-11-17. SCHEDULE XVII; PARKING VIOLATION PENALTIES. Reserved.

The following penalties are hereby established as fines for violation of the parking provisions hereinafter enumerated:

(A) Twenty-five dollars ($25.00) plus fifteen dollars ($15.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (A): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expired parking meter</td>
</tr>
</tbody>
</table>

(B) Fine of thirty ($30.00) plus twenty-five dollars ($25.00) additional penalty if paid after the expiration of ten (10) days from the date of issue

<table>
<thead>
<tr>
<th>SCHEDULE XVII (B): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
1. **Parked without permit in certain City parking lots** 10-4-16-1(B)

<table>
<thead>
<tr>
<th>Lot</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1433 Maple, 1454 Elmwood, and 1509 Elmwood (police and fire)</td>
</tr>
<tr>
<td>30</td>
<td>1501 Elmwood in the “police vehicle only” area</td>
</tr>
<tr>
<td>43(A)</td>
<td>2603 Sheridan Road in area designated &quot;43A permit&quot;</td>
</tr>
<tr>
<td>44</td>
<td>555 Lincoln Street (water department)</td>
</tr>
<tr>
<td>51</td>
<td>927 Noyes Street (Noyes art center)</td>
</tr>
<tr>
<td>54</td>
<td>Poplar at Central</td>
</tr>
<tr>
<td>56</td>
<td>2100 Ridge Avenue (civic center)</td>
</tr>
<tr>
<td>58</td>
<td>Asbury Avenue and Leon Place (service center)</td>
</tr>
</tbody>
</table>

2. **Parked near schools during school hours where posted** 10-4-7

3. **Parked in aisles in City parking lots** 10-4-16-4

4. **Parked in freight or passenger loading zone** 10-4-14-3

5. **Parked on private property without consent** 10-4-6

6. **Parked in area reserved for emergency vehicles** 10-4-17

7. **Parked on a bridge** 10-4-1(A)7

8. **Improper use of stops/stands by buses/cabs** 10-4-14-5

9. **Passenger vehicle parking only** 10-4-5-2(A)

10. **Commercial vehicle (25 feet or less) parked in residential area between 9:00 p.m. and 7:00 a.m.** 10-4-5-3

11. **Parked in bus stop or cabstand** 10-4-14-6

12. **Parked outside meter space lines** 10-5-3(B)

13. **Nonmotorized vehicle parked on street over 4 hours** 10-4-3(C)

(B.1) — Fine of twenty-five dollars ($25.00).

(C) — Snow Route Parking Ban and Snow Emergency Penalties:

**SCHEDULE XVII (C): PARKING VIOLATION PENALTIES**

1. **Snow Route Parking Ban:** Vehicles illegally parked on a snow route, as designated in schedule VI, Section 10-11-6 of this Chapter and in Section 10-4-13(B) of this Title during a snow route parking ban, shall pay a fine of sixty dollars ($60.00), plus an [continued...]

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(Continued from previous page...)
additional penalty of twenty-five dollars ($25.00) if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

2. Tow Away And Storage; Snow Route Parking Ban: Vehicles towed pursuant to Section 10-4-13(E) of this Title shall be subject to the sixty dollars ($60.00) fine plus an additional penalty of twenty-five dollars ($25.00) if paid after the expiration of ten (10) days from the date of issue pursuant to Subsection (C)1 of this Section and to the cost of towing and the daily storage fee, based on the current rate established in the city towing contract.

3. Snow Emergency; Vehicle Not Towed: Vehicles illegally parked, as defined in Section 10-4-13(D) of this Title, but not towed and relocated, during a snow emergency on all streets, other than those defined by ordinance to be a snow route, shall pay a fine of sixty dollars ($60.00), plus an additional penalty of forty dollars ($40.00) if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

4. Snow Emergency: Vehicles illegally parked as defined in Section 10-4-13(D) or (E) of this Title which are towed and relocated during a snow emergency on all streets other than those defined by ordinance to be a snow route shall pay a fine of one hundred fifty-five dollars ($155.00) plus an additional penalty of fifty-five dollars ($55.00) if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

(D) Fine of thirty-five dollars ($35.00) plus thirty dollars ($30.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability.

<table>
<thead>
<tr>
<th>SCHEDULE XVII (D): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
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<td>8.</td>
</tr>
</tbody>
</table>

~27~
9. Parked within 20 feet of fire station driveway or within 75 feet of fire station entrance on opposite side of street 10-4-1(B)(5)

10. Leaving vehicle unattended with motor running 10-4-9

11. On a sidewalk in such a way as to obstruct any portion thereof 10-4-1(A)(2)

12. Parked on a parkway 10-4-1(A)(11)

13. Parked in violation of “passenger vehicle parking only” for vehicles longer than 25 feet 10-4-5-3

14. Nonmotorized vehicle parked between 9:00 p.m. and 6:00 a.m. 10-4-3(D)

(D.1) Fine of seventy-five dollars ($75.00) plus fifty dollars ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (D.1): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Parked in violation of street cleaning regulations</td>
</tr>
<tr>
<td>10-4-12</td>
</tr>
</tbody>
</table>

(E) Fine of Three hundred fifty dollars ($350.00), plus one hundred dollars ($100.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (E): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking in spaces reserved for the mobility limited pursuant to Section 10-4-11(A) of this Title.</td>
</tr>
</tbody>
</table>

(F) Fine of two hundred fifty dollars ($250.00), plus one hundred dollars ($100.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (F): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking in spaces reserved for the mobility limited pursuant to Section 10-4-11(B) of this Title.</td>
</tr>
</tbody>
</table>

(G) Fine of sixty dollars ($60.00) plus twenty-five dollars ($25.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (G): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Parking or operating a vehicle registered or required to be registered in the City</td>
</tr>
</tbody>
</table>
| 10-
without obtaining a valid Evanston vehicle license (the wheel tax sticker or "city sticker")

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Parking or operating a vehicle registered or required to be registered in the City without displaying valid Evanston vehicle license (the wheel tax sticker or &quot;city sticker&quot;)</td>
</tr>
</tbody>
</table>

- (H) Fine of fifty-five dollars ($55.00) plus fifty-five dollars ($55.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

**SCHEDULE XVII (H): PARKING VIOLATION PENALTIES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Parked in alley</td>
</tr>
<tr>
<td>2.</td>
<td>Obstructing traffic</td>
</tr>
<tr>
<td>3.</td>
<td>Double parking</td>
</tr>
</tbody>
</table>

- (I) Fine of sixty dollars ($60.00) plus fifty-five dollars ($55.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

**SCHEDULE XVII (I): PARKING VIOLATION PENALTIES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Parked within 15 feet of a fire hydrant</td>
</tr>
<tr>
<td>2.</td>
<td>Parked in front of or within 8 feet of driveway (Posted)</td>
</tr>
<tr>
<td>3.</td>
<td>Parked in or blocking an electric vehicle charging station</td>
</tr>
</tbody>
</table>

- (J) Fine of fifty dollars ($50.00) plus forty-five dollars ($45.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

**SCHEDULE XVII (J): PARKING VIOLATION PENALTIES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No parking permit in certain city lots</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>South Boulevard and Hinman Avenue</td>
</tr>
<tr>
<td>4</td>
<td>2101-2121 Central Street</td>
</tr>
<tr>
<td>8</td>
<td>811 Main Street</td>
</tr>
<tr>
<td>14</td>
<td>Lake Street and Sherman Avenue</td>
</tr>
<tr>
<td>15</td>
<td>716 Main Street</td>
</tr>
<tr>
<td>18</td>
<td>Clyde Avenue and Brummel Street</td>
</tr>
</tbody>
</table>

~29~
| 20 | 1881 Oak Avenue |
| 21 | 1028—1030 Central Street, Chandler Center |
| 22 | South Boulevard and Sheridan Road |
| 23 | Dempster Street and Elmwood Avenue |
| 25 | 1614 Maple Avenue |
| 27 | 1619 Oak Avenue |
| 30 | 1501 Elmwood Avenue |
| 31 | 925 Sherman Avenue |
| 32 | 825 Hinman Avenue |
| 35 | Main Street and Judson Avenue |
| 39 | 711—715 Hinman Avenue |
| 42 | 743 Hinman Avenue |
| 43 | 2603 Sheridan Road (garage area) |
| 45 | 833 Forest Avenue |
| 47 | Lake Street and Maple Avenue |
| 48 | 1315 Emerson Street |
| 60 | 1232—1234 Chicago Avenue |
| 64 | Central Street at Ashland Avenue |

(K)  Fine of forty dollars ($40.00) plus thirty-five dollars ($35.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

**SCHEDULE XVII (K): PARKING VIOLATION PENALTIES**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>10-4-1(C)2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parked in posted no parking zone</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Parked longer than posted time limit</td>
<td>10-4-15-5</td>
</tr>
<tr>
<td>3</td>
<td>Parked longer than parking meter time limit</td>
<td>10-5-4(C)</td>
</tr>
<tr>
<td>4</td>
<td>No residential parking permit (including EVS district)</td>
<td>10-4-5-2(B)</td>
</tr>
</tbody>
</table>

(L)  Fine of eighty dollars ($80.00) within the following areas:

**SCHEDULE XVII (L): SATURDAY NON-PAYMENT OF SPECIAL EVENT PARKING FEES**

<table>
<thead>
<tr>
<th></th>
<th>From the east side of Eastwood Avenue and the west side of McDaniel Avenue, all legal parking that is not</th>
</tr>
</thead>
<tbody>
<tr>
<td>West of Eastwood Avenue and East McDaniel Avenue</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Status</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>South of Isabella Street</td>
<td>already restricted</td>
</tr>
<tr>
<td>North of Central Street and east of Green Bay</td>
<td>All legal parking that is not already restricted</td>
</tr>
<tr>
<td>North of McCormick Boulevard and west of Green Bay Road</td>
<td>All legal parking that is not already restricted</td>
</tr>
</tbody>
</table>

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.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect on January 1, 2020.

SECTION 8: If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

Introduced: _________________, 2019
Approved: ___________________, 2019

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: Kimberly Richardson, Deputy City Manager
CC: Michelle Masoncup, City Attorney; Bob Gustafson, Safety & Worker's Compensation Manager
Subject: Contract Extension with Cannon Cochran Management Services Inc. (CCMSI) for Third Party Administration of General Liability and Worker's Compensation Claims
Date: November 25, 2019

Recommended Action:
Staff recommends City Council approval of a one-year extension for the purchase of claims administration services from Cannon Cochran Management Services Inc. (CCMSI) for automobile liability, general liability, and worker's compensation claims at a cost of $93,500 for the contract year January 1, 2020 through December 31, 2020.

Funding Source:
Funding for this purchase will be from the FY 2020 Insurance Fund (Account 605.99.7800.62266) in the amount of $93,500 ($120,000 to be proposed during the budget process in anticipation of any true-up fees that may be incurred).

Council Action:
For Action

Summary:
Staff has been satisfied with the services provided by CCMSI to date. The utilization of the services provided by CCMSI began March 1, 2009 for a contract period through February 29, 2012 at an annual rate of $145,000. An extension of that contract was requested, and granted, for the period March 1, 2012 through February 28, 2013 at an annual rate of $95,000. Prior to the expiration of the extension an RFP was conducted resulting in CCMSI being granted a subsequent contract for the period March 1, 2013 through December 31, 2015 (this time period in order to align the contract expiration with the City's change to a calendar-year fiscal year) at an annual rate of $93,500 (the 10-month time period was prorated accordingly). An extension of that contract was requested, and granted, for the period January 1, 2016 through December 31, 2016 at an annual rate of $93,500. Prior to the
expiration of the extension an RFP was conducted resulting in CCMSI being granted a subsequent contract for the period January 1, 2017 through December 31, 2019 at an annual rate of $93,500.00. This is the first extension request to the current professional services agreement.

Services provided by CCMSI have allowed City of Evanston staff to continue to focus on long-range planning for injury prevention training, increasing employee safety awareness, and risk management issues, resulting in continued reductions in general liability and worker’s compensation claims. Services provided by CCMSI for the City of Evanston include: handling of Worker’s Compensation, General Liability and Automobile Liability claims. The scope of these services for these claims includes, but is not limited to, managing and administering all claims; paying claims invoices in a timely manner; monitoring, investigating, overseeing and adjusting all actual and alleged claims; recommending reserves for unpaid reported claims and unpaid claims expenses; settling and closing claims in a timely manner so as to reduce potential liability for the City of Evanston; subrogation services for claims involving third-party interests.

Prior to the end of this extension staff will solicit RFP’s to ensure continuity of services at a competitive price.

Attachments:
TPA GL & WC Professional Services Agreement - One Year Extension 2020
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

**Third Party Administration – General Liability & Worker’s Compensation**

("the Project")

**RFP Number: 16-59**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 1st day of January, 2020, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Cannon Cochran Management Services, Inc., with offices located at 3333 Warrenville Road, Suite 550, Lisle, Illinois 60532, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $93,500.00.

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2020 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2020. If this Agreement provides for renewals after an initial term, no renewal shall begin until
agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal No. #16-59 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

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

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

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

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

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

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.
C. **Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. **Independent Consultant.** Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

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

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

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

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

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-
At the City Corporation Counsel’s option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

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

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

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

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

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and
against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

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

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

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

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

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

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

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

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

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

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

VI. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.
B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

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

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

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

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

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

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

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of contra proferentem shall not apply.
In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT: 

By ______________________

Its: ______________________

FEIN Number: ______________

Date: ______________________

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: ______________________

Its: City Manager

Date: ______________________
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated December 19, 2016 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and Cannon Cochran Management Services, Inc. ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: January 1, 2020

II. COMPLETION DATE: December 31, 2020

III. FEES: $93,500.00

IV. SERVICES/SCOPE OF WORK:

    As defined in RFP/Q #16-59 (Exhibit B) and Consultants Response to Proposal (Exhibit C)

    Dated: October 11, 2016
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Stefanie Levine, Project Manager
CC: David Stoneback, Public Works Agency Director; Lara Biggs, Bureau Chief - Capital Planning and Engineering
Subject: Contract Award with Hacienda Landscaping, Inc. for the Harbert Park Renovations (Bid No. 19-52)
Date: November 25, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the Harbert Park Renovation Project with Hacienda Landscaping Inc. (17840 Grove Road, Minooka, Illinois 60447) in the amount of $899,300.00.

Funding Source:
Funding will be provided as follows: $229,300 in 2019 General Obligation Bonds; $100,000 in 2020 General Obligation Bonds; $100,000 in Good Neighbor Funds; $150,000 in Neighborhood Improvement Funds; and $320,000 in grant funds from the Open Space Lands Acquisition and Development program. Further information is included in the information packet below.

Council Action:
For Action

Summary:
Harbert Park recently received a $320,000 grant from the Illinois Department of Natural Resources through their Open Space and Lands Acquisition Development Grant Program (OSLAD). The grant award includes funding to reconstruct the basketball court, construct a new picnic shelter, reconstruct the playground, upgrade security lighting and replace site furnishings. Portions of Harbert Park were last renovated in 1999 and 2003. The playground was last renovated in 1996.

On March 19, 2019, staff conducted a public meeting to review the grant scope of work and finalize playground selections with area residents. At that meeting, drainage and pathway improvements were requested by community members to reduce park flooding.
On June 10, 2019, City Council approved the award of the Harbert Park Consulting Services to Teska Associates. Teska prepared the construction documents over the summer for bidding with the intent that the project would be constructed in the winter/spring of 2020. The completion date for this contract is July 30, 2020.

As the construction documents were developed, multiple bid alternates were developed based on feedback from the neighborhood and recommendations from the consultant. These are items that were not envisioned as part of the original scope of services but were considered to be a valuable addition to the project. These alternates are as follows:

- Alternate 1 - Bike path and drainage improvements between Lee Street and Bradley Place
- Alternate 2 - Bike path and drainage improvements south of Bradley Street and north of Lee Street
- Alternate 3 - Removal and replacement of picnic pads, picnic tables, grills and coal receptacles at four locations throughout the park
- Alternate 4 - Provision of eight specialty concrete benches in lieu of normal metal benches in various areas throughout the park
- Alternate 5 - Uplighting of the Running Man sculpture located adjacent to Dempster Street
- Alternate 5 - Addition of stone veneer and coping stones on existing concrete retaining wall remaining in place adjacent to the playground

Because of feedback from the neighbors about the negative impacts of drainage throughout the park, the staff proposal for the 2020 Capital Improvement Program includes an additional $100,000 line item for drainage improvements at this park.

Analysis:
On October 3, 2019, the City issued bid documents for the project, which was advertised in the Pioneer Press, on Demandstar and on the City website. On October 29, 2019, the City received and publicly read four bids as follows:

<table>
<thead>
<tr>
<th></th>
<th>Hacienda</th>
<th>Robe</th>
<th>GA Johnson</th>
<th>Kovilic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Amount</td>
<td>$ 820,880</td>
<td>$ 838,000</td>
<td>$ 926,527</td>
<td></td>
</tr>
<tr>
<td>Alt 1 - Bike Path and Drainage, Lee to Bradley</td>
<td>$ 78,420</td>
<td>$ 125,000</td>
<td>$ 175,560</td>
<td></td>
</tr>
<tr>
<td>Alt 2 - Bike Path and Drainage, Remainder</td>
<td>$ 217,838</td>
<td>$ 267,000</td>
<td>$ 306,255</td>
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<tr>
<td>Alt 3 - Picnic Area Furniture (4 locations)</td>
<td>$ 49,000</td>
<td>$ 59,000</td>
<td>$ 41,908</td>
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<tr>
<td>Alt 4 - Specialty Concrete Benches</td>
<td>$ 48,000</td>
<td>$ 24,000</td>
<td>$ 20,338</td>
<td></td>
</tr>
<tr>
<td>Alt 5 - Uplighting at Sculpture on Dempster</td>
<td>$ 15,000</td>
<td>$ 30,000</td>
<td>$ 13,232</td>
<td>Non-responsive</td>
</tr>
<tr>
<td>Alt 6 - Stone Veneer on Retaining Wall</td>
<td>$ 21,500</td>
<td>$ 17,000</td>
<td>$ 23,887</td>
<td></td>
</tr>
</tbody>
</table>
Although the bids exceeded the planned budget for the project, they were consistent with each other. Upon review, it does not appear that there would be lower bid prices if the project were to be rebid. In addition, the OSLAD grant has a very short time frame for expending the funds, requiring that the project be completed and closed out within 24 months of the grant award, dated January 30, 2019, or the City is required to return all of the grant funding. Rebid the project would take a minimum of two months, even if there were no value engineering. While certain elements of the scope could be reduced, the grant requirements prevent the City from eliminating any scope items. Therefore, staff is recommending proceeding with the award of this project. In addition, because of safety issues caused by poor drainage on the bike path, particularly between Lee Street and Bradley Place, and because of consistent feedback from the neighbors, staff is recommending award of the Base Bid and Alternate 1.

Hacienda Landscaping is currently working on a project with the City of Evanston. Teska has checked their references and found them to be satisfactory. Based on their other references and their performance on the current Garden Park project, staff recommends award of the Base Bid and Alternate 1 to Hacienda Landscaping in the amount of $899,300.

A breakdown of the funding is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account Number</th>
<th>FY2019 Remaining</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 G.O. Bonds</td>
<td>415.40.4119.65515-518001</td>
<td>$42,566</td>
<td>$42,566</td>
</tr>
<tr>
<td>2020 G.O. Bonds</td>
<td>415.40.4120.65515-519001</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>2018 Good Neighbor Funds</td>
<td>415.40.4219.65515-519001</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Neighborhood Improvement Funds</td>
<td>415.40.4219.65515-519001</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>2019 OSLAD Grant</td>
<td>415.40.4219.65515-519001</td>
<td>$320,000</td>
<td>$320,000</td>
</tr>
<tr>
<td>Other Project Savings (2019 G.O Bonds)</td>
<td>415.40.4119.65515-519001</td>
<td>$186,734</td>
<td>$186,734</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$899,300</td>
<td></td>
</tr>
</tbody>
</table>

Hacienda Landscaping Inc. is compliant with the City’s M/W/EBE goals and has indicated that they are willing to work with the City to achieve LEP compliance (see attached memo for more information).

Attachments:
Teska Letter of Recommendation
MWEBE Harbert Park Renovations, Bid 19-52
07 November 2019

Stefanie Levine, PLA, Senior Project Manager
Public Works Agency, Lorraine H. Morton Civic Center, City of Evanston
2100 Ridge Avenue | Evanston, IL 60201 | 847-448-8043, slevine@cityofevanston.org

Re: Harbert Park Renovations – contractor recommendation

Dear Stefanie,

As requested, Teska reviewed the bids received on October 29 for the above-mentioned project.

Hacienda has demonstrated good quality contracting services during the current Garden Park project. In addition, Hacienda’s references have all provided positive feedback for comparable park renovation and installation projects. Prior to Garden Park, Teska had direct positive experience working with Hacienda Landscaping on a completed park renovation project for Apache Park in Des Plaines.

Based on the above, Teska would recommend Hacienda Landscaping for the Harbert Park Renovations Project. Should you have any questions or need additional information please do not hesitate to call me.

Thanks,

Jodi Mariano, PLA, ASLA
Principal
Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
Phone: 847.869.2015 ext. 324
Fax: 847.869.2059
Email: JMariano@TeskaAssociates.com
Web: www.TeskaAssociates.com
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sharon Johnson, Workforce Development Compliance Coordinator
CC: Hitesh Desai, Chief Financial Officer; Tammi Nunez, Purchasing Manager
Subject: Harbert Park Renovations, Bid 19-52
Date: November 25, 2019

Recommended Action:
Staff recommends City Council accept and place on file the MWEBE memo for Bid 19-52 for the Harbert Park Renovations.

Council Action:
For Action: Accept and Place on File

Summary:
The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the Harbert Park Renovations, Bid 19-52, Hacienda Landscaping Inc.’s total base bid is $899,300.00 and they will receive 100% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hacienda Landscaping Inc</td>
<td>Construction Design</td>
<td>$899,300</td>
<td>100%</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$899,300</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Stefanie Levine, Project Manager
CC: David Stoneback, Public Works Agency Director; Lara Biggs, Bureau Chief - Capital Planning/City Engineer
Subject: Contract Award with Terra Engineering Ltd. for the McCulloch Park Renovations Project (RFP No. 19-53)
Date: November 25, 2019

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract for landscape architectural and engineering services related to the McCulloch Park Renovation Project (RFP No. 19-53) with Terra Engineering Ltd. (225 W. Ohio Street, 4th Floor, Chicago, IL 60654) in the amount of $90,969.00.

Funding Source:
Funding will be provided from the 2019 General Obligation Bonds (Account 415.40.4119.65515 – 519004) which has an FY 2019 budget of $100,000, all of which is remaining.

Council Action:
For Action

Summary:
McCulloch Park is a 1.7 acre park located north of the Livingston Street and south of Jenks Street, between Broadway Avenue and Eastwood Avenue. The park was last renovated in 1994 and currently exhibits significant deterioration as well as a lack of ADA code compliance and conformance with current playground safety standards.

Analysis:
On September 12, 2019, the City issued a Request for Proposals (RFP) for consultant services to design renovations for the park. The RFP was advertised in the Pioneer Press and on the City website. On October 3, 2019 proposals were received from the following four consulting firms:
Proposals were reviewed by the following staff:
- Stefanie Levine, Senior Project Manager – Public Works Agency
- Lara Biggs, Capital Planning and Engineering Bureau Chief / City Engineer – Public Works Agency
- Lawrence Hemingway, Director of Parks Recreation and Community Services
- Cade Sterling, Planner – Community Development
- Jillian Ostman, Purchasing Specialist

Following the initial scoring, the selection committee interviewed the two highest-ranked firms, Terra Engineering, Ltd., and Hitchcock Design Group, to confirm their understanding of the project and evaluate their overall expertise. Below is a chart indicating the revised scoring following the interviews.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Firm Qualifications and Experience</th>
<th>Project Approach</th>
<th>Price</th>
<th>Organization and Completeness of Proposal</th>
<th>Willingness to Execute City Contract</th>
<th>M/W/EBE Participation</th>
<th>Interview</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Points</td>
<td>25</td>
<td>25</td>
<td>20</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>110</td>
</tr>
<tr>
<td>Hitchcock Design Group</td>
<td>22</td>
<td>20</td>
<td>18</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>7</td>
<td>97</td>
</tr>
<tr>
<td>Terra Engineering, Ltd.</td>
<td>22</td>
<td>19</td>
<td>20</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>8</td>
<td>99</td>
</tr>
</tbody>
</table>

Terra Engineering demonstrated a good understanding of the project and the range of potential solutions. Additionally, Terra has worked on prior city contracts with successful results. Therefore, staff recommends award to Terra Engineering, Ltd. in the amount of $90,969.00.

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

Attachments:
MWEBE McCulloch Park Renovation Project, RFP 19-53
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sharon Johnson, Workforce Development Compliance Coordinator
CC: Hitesh Desai, Chief Financial Officer; Tammi Nunez, Purchasing Manager
Subject: McCulloch Park Renovation Project, RFP 19-53
Date: November 25, 2019

Recommended Action:
Staff recommends City Council accept and place on file the MWEBE memo for RFP 19-53 for the McCulloch Park Renovation Project

Council Action:
For Action: Accept and Place on File

Summary:

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the McCulloch Park Renovation Project, RFP 19-53, Terra Engineering Ltd.’s total base bid is $90,969.00 and they will receive 100% credit for compliance towards the M/W/EBE goal.
<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| Terra Engineering, Ltd.  
225 W. Ohio Street,  
Chicago, IL 60654 | Engineering Services | $76,413.96 | 84% |     |     | X   |
| Enercon Limited dba  
Grumman Butkus  
Associates  
820 Davis Street  
Evanston, IL 60201 | Consulting Services | $14,555.04 | 16% |     |     | X   |
| **Total M/W/EBE** |                    | **$90,969.00** | **100%** |     |     |     |
Recommended Action:
Staff recommends City Council authorize the City Manager to approve the sole source purchase with Motorola Solutions (1309 East Algonquin Road., Schaumburg, IL 60196) for 911 Center upgrades to include Police Radio and 911 Phone System in the amount of $1,753,411.39.

Funding Source:
Funding for the purchase of new radios will come from the FY 2020 E911 Fund Budget (Account 205.22.5150.65515) Other Improvements, which has a budget of $534,163. Maintenance expenses will be funded from the Service Agreements/Contracts line item (Account 205.22.5150.62509), which has a budget of $305,000.

Council Action:
For Action

Summary:
Police Radio:
The radio system purchase proposal is to upgrade the existing analog conventional police radio system to the digital STARCOM21 radio network. Motorola is the vendor for the current police radio system which was last upgraded in 2006.

The Middle Class Tax Relief and Job Creation Act of 2012, which also provides for fulfilling the spectrum needs required to construct a nationwide wireless broadband voice and data network and NG9-1-1 funding, was signed into law in 2012. The bill allocates the D Block of spectrum, a 20 MHz band, directly to public safety to allow for various intercommunications (the D Block project).
An unexpected provision of the law requires the FCC (Federal Communications Commission) to recover and auction the public safety T-Band spectrum. Legislators wanted spectrum in exchange for the D Block allocation, and after extensive negotiations, compromised with a give-back of the T-Band (470-512 MHz) which is used by the Evanston Police Department as well as 11 metro markets in the U.S. including agencies in the Chicago metropolitan area. Under the new bill, the affected agencies would have to fully vacate the band by 2021 with relocation of public-safety entities from the T-Band spectrum completed by 2023. The give-back of the T-Band was a total surprise to the public safety communications community and the legislation was approved prior to being given any opportunity to comment on it. The Fire Department operates on its own radio network and infrastructure using a VHF system and is not impacted by the FCC order.

While funding for the D-Block project is part of the bill that was passed, exactly what, if any, accommodations for existing T-Band users have not been identified. Whether or not arrangements will be made for new channels, cost reimbursements or other funding issues is unknown at this time. A recent Government Accountability Office (GAO) report highlighted the challenges local governments and emergency personnel anticipate in relocating their communications including auction revenues not being high enough to cover the costs for public-safety license relocation, estimated to exceed $5.9 billion. Additionally, they won’t go toward equipment that will become prematurely obsolete. Legislation (Don’t Break Up the T-Band Act) to reverse the T-Band take-a-way has been introduced in Congress, but there has been no movement.

Radio network options included:

- Rebuilding a new police radio network on a 700/800 MHz channel
- Moving to the existing STARCOM21 radio network

With respect to cost, the above options range from spending millions rebuilding our own trunked infrastructure and system, to service provided by a leased system at about $30 to $50 per radio per month (the Police Department has approx. 220 radios).

STARCOM21 is a public-private venture developed for the State of Illinois by Motorola, for use by public safety. It is a digital 700/800 MHz radio network with statewide coverage and roaming for Illinois governmental users with 300+ sites, 62,000+ users, and 850+ agencies using the system today. Staff recommends moving police to the STARCOM21 network for the following reasons:

- **Site Infrastructure**: Existing sites in the area, including the one that Motorola recently installed at the Rotary Building, 1501 Sherman Av., provide adequate coverage.
- **Cost**: With the exception of purchasing new portables and mobiles, costs are less compared to building a new network. Existing radio circuits (which increase approximately 20% each year as AT&T transitions away from copper lines) will be eliminated.
• **Discount Pricing:** Motorola is offering $160,000 off the total cost of the system as an inducement to the City.

• **End users:** STARCOM21 is a more robust system that provides more options to consolidate channels and streamline operations which benefits police officers.

• **Interoperability:** Currently, the Evanston Police Department and neighboring agencies cannot communicate by portable radio because they operate on disparate radio frequencies. The Evanston Police Department is a member of the North Regional Communications Network (NORCOM) which is comprised of Glencoe, Glenview, Kenilworth, Lincolnwood, Morton Grove, Niles Northbrook, Northfield, Skokie, Wilmette, and Winnetka. Over the last few years, all of these police departments have migrated to STARCOM21. Moving to STARCOM21 would allow Evanston to have interoperable radio communications with these agencies. STARCOM21 also provides interoperable communications with such state agencies as: Illinois Emergency Management Agency (IEMA), Illinois Terrorism Task Force (ITTF), Illinois Mutual Aid Box Alarm System (MABAS), and the Illinois Law Enforcement Alarm System (ILEAS).

• **Replacing aging equipment:** Police base stations and, portable and mobile radios have reached end-of-life no longer having replacement parts.

• **Maintenance:** radio network maintenance, capital replacement, and technology upgrades are included in the airtime fee which removes the responsibility and risk from in-house staff.

The total upgrade cost is $1,486,740.39, which covers the purchase of mobile and portable radios and associated dispatch equipment and software, and reflects a discount of $160,000.

**Cost Breakdown:**

<table>
<thead>
<tr>
<th><strong>STARCOM21 Radio System Pricing</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MCC 7500 Console Software Upgrade</td>
<td>$141,052.00</td>
</tr>
<tr>
<td>Backup Consolettes</td>
<td>$32,561.00</td>
</tr>
<tr>
<td>Audio Logging</td>
<td>$133,480.00</td>
</tr>
<tr>
<td>Police Subscribers/Accessories</td>
<td>$1,339,647.39</td>
</tr>
<tr>
<td>System Incentive Discount</td>
<td>($160,000.00)</td>
</tr>
<tr>
<td><strong>TOTAL MOTOROLA COST</strong></td>
<td><strong>$1,486,740.39</strong></td>
</tr>
</tbody>
</table>

**Financing:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2021</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2022</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2023</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2024</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2025</td>
<td>$239,801.77</td>
</tr>
<tr>
<td>2026</td>
<td>$239,801.77</td>
</tr>
</tbody>
</table>

**Annual Subscriber (airtime) fee:**

A subscriber fee would be paid to Motorola based upon the number of portable ($34/mo) and mobile radios ($18/mo) being used by the Police on the system. A cost estimate for Police radios is approximately $89,000 per year and will be funded from the Service Agreements and Contracts line item (Account 205.22.5150.65209) in subsequent annual budgets.
911 Phone System:

The 911 Phone System proposal is to upgrade the existing 911 call handling equipment to an NG911 i3 capable hosted call handling solution. Motorola is the vendor for the current 911 Phone System which was installed in 2010.

911 call handling equipment is used by public safety telecommunicators to answer and respond to incoming emergency telephone calls. It also provides the telecommunicator with the telephone number that the call originated from as well as the location and other available information. It is the “backbone” of the emergency call taking process.

It is the State of Illinois' goal to implement a statewide NG911 network -- estimated completion in 2021. NG911 is a nationwide, standards-based, all-IP emergency communications infrastructure enabling voice and multimedia communications (text message, image and video processing) between a 9-1-1 call and a 9-1-1 Center. Additionally, it utilizes GIS (Geographic Information System) layers for 9-1-1 call routing as well as advanced digital mapping systems to make it easier to determine a caller’s location in the event that they are unable to provide it.

Equipment list cost breakdown for the implementation is as follows:

<table>
<thead>
<tr>
<th>CallWorks 9-1-1 System Pricing</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$169,644.00</td>
</tr>
<tr>
<td>Implementation Services</td>
<td>$ 97,027.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$266,671.00</strong></td>
</tr>
</tbody>
</table>

This project offers full compatibility with current performance migration to the upgrade product which will require little, if any, adjustment to our current operations. The total upgrade cost is $266,671 which covers License, Implementation, and Project Management fees. Motorola is under state contract with fixed pricing. Included in the quote is a one year warranty which includes maintenance, remote monitoring, software updates, new features, hardware support, and break/fix (onsite/remote technical) support. Subsequent maintenance costs are estimated at approximately $30,000 per year and will be funded from the Service Agreements and Contracts line item (Account 205.22.5150.65209) in the annual budget.

Funding will be provided by the Emergency Telephone System Fund (Account 205.22.5150.65625), Other Improvements (Account 205.22.5150.65515) in the 2020-21 Budget with a NG911 grant (no match --- expenses reimbursed) in the amount of $240,821 which was awarded by the state (the grant did not cover items totaling $25,850).

Sole Source Justification

The 911 (Communications) Center was designed, engineered, constructed and equipped by Motorola in 1993. Prior to construction of the existing 911 Center, we had a conglomerate of hardware. When a problem arose, it was difficult to pinpoint which vendor was responsible for the correction. At the time, when the “new” 9-1-1 Center was being designed, it was decided that Motorola would be our vendor to avoid the aforementioned “serviceability” issues.
Therefore, the radio equipment, consoles, E911 phone system, and portables & mobiles were all purchased from and installed by Motorola. During the past several years legislation, and advancements in modern communications technology, have created the need for a more advanced system to access public-safety services that conform to current standards. The police radio and 911 phone system upgrades are required to move toward Internet Protocol (IP) based call handling and radio dispatch console technology.

This project's intent is to make all improvements at once, so there is a smooth working transition in completing the improvements. Making upgrades incrementally creates a sub-optimal patchwork resulting in difficulties. We want to avoid a "hodgepodge" of incompatible technologies/components. This equipment is all Motorola based equipment and has been maintained by Motorola vendors since installation.

For this reason we believe this proposed project, by the nature of the work requested, is best completed in its entirety by a sole source vendor to enhance the efficiency of installation and to avoid finger pointing with respect to integration problems and provide a high quality end product that works properly with existing older equipment that is not being replaced at this time. Done this way, disruption is minimized. In addition, there will be a reduction in labor costs because the scheduling of all work will be completed in one continuous time process.

Goods and services being purchased in this proposal must meet certain specific federal standards unique to this industry. We are looking for all major components (NG911 phone system, radio software and subscribers) of this purchase to be manufactured and installed by Motorola, or its business partners. This would mirror the original major equipment purchase and installation. The 1992 install of equipment has withstood the test of time and served us well. Over the years it allowed us to increase capacity of incoming 911 phone trunks as service demands grew i.e. the proliferation of, and subsequent 9-1-1 calls received from, cell phones. The equipment operated flawlessly with no major malfunctions in eighteen years and continues to perform as the day it was installed. Motorola has satisfactorily warranted, serviced and supported our existing equipment. Additionally, some of the existing equipment we are looking to replace has out lived its life expectancy and support has officially been withdrawn, but Motorola has continued to provide support recognizing the public safety need.

In 2006, when we continued to build out our radio infrastructure both on the police and fire frequencies, the sole source vendor then was Motorola, who again installed state of the art simulcast radio equipment. As part of the cost, Motorola had numerous propagation studies done as part of the planning process. Once installed hundreds of man hours of testing were completed to ensure we had more than adequate signal coverage throughout and beyond Evanston’s geographical boundaries. This was a complicated and involved project that spanned a two to three year period. Motorola, as project management, stood by their contract and delivered an excellent result.

Using Motorola, as sole source, will make them the sole source project management team, responsible for overseeing the design, engineering, installation and testing of all components. Motorola, as the contractor, will be exclusively accountable and unable to defer to any other vendor, since all new equipment must work and integrate with existing equipment in the 911 Communications Center. This would also give us some flexibility in dealing with any unforeseen adjustments, since Motorola is responsible for all phases.
We must move on this project in a timely fashion, since the police frequencies must be vacated by 2021 and our existing E911 phone system must be upgraded to an IP-based phone system to accommodate NG911 technology which will allow us to receive video, text, pictures, e-mail, IM (Instant Messaging), Telematics, sensors, etc., as well as voice.

Finally, although third party manufacturer’s radios can be used on the STARCOM21 system, Motorola will not support these radios and guarantee any performance standard or network coverage. If using a third party manufactured radio, service could be impacted during periodic upgrades or enhancements by Motorola to the STARCOM21 system, updates would be pushed automatically to radios, and the radios can be deactivated if there is an impact to system. Because this could lead to disruption of services, impact police operations and increase costs, staff recommends sole source vendor Motorola.

The core mission of the 911 Center is to serve as the community’s point of access to public safety (Police, Fire & EMS) resources and as a resource to public safety first responders by providing information, additional resources, and communication links.

Legislative History:
Purchase and FY20 Emergency Telephone System budget approved at the meeting of September 26, 2019.

Attachments:
STARCOM System Migration Proposal
CallWorks Callstation Solution Proposal
STARCOM Communications System and Services Agreement
STARCOM Maintenance Support and SUA Addendum
CallWorks Communications System and Services Agreement
STARCOM Finance Agreement
September 12, 2019

Chief Demitrous Cook
City of Evanston
1454 Elmwood Ave
Evanston, IL 60201
RE: STARCOM System Migration

Dear Chief Cook,

Motorola Solutions, Inc. is pleased to have the opportunity to provide the City of Evanston quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

The proposed solution includes a combination of hardware, software and services. Specifically, this solution provides an upgrade of the five (5) existing MCC 7500 console, integration into Starcom network, a new NICE IP call logging solution, 10 year Advanced Plus support agreement, APX subscribers as well as the implementation and warranty services needed to support them.

This proposal is subject to the terms and conditions of the attached Communications System & Services Agreement or mutually agreed upon terms and conditions. The proposal shall remain valid until December 6, 2019. Motorola Solutions would be pleased to address any concerns the City of Evanston has with this proposal. Any questions can be directed to Ravi Suthar (847-980-0151, ravi.suthar@motorolasolutions.com).

Our goal is to provide the City of Evanston with the best products and services available in the communications industry. We thank you for the opportunity to implement the proposed communications solution for you, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Motorola Solutions, Inc.

Jeff Stowasser
Area Sales Manager
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SECTION 1

SYSTEM DESCRIPTION

1.1 SUMMARY

In response to Evanston’s request, Motorola Solutions, Inc. (Motorola Solutions) is proposing a P25 radio system solution to provide coverage, capacity, and reliable mission critical communications throughout the Evanston Dispatch Area. In this proposal Motorola Solutions is offering:

**Dispatch Center**
- Upgrading five (5) MCC7500 Consoles including:
  - Upgrading the consoles to Release 7.17.3 (same as STARCOM21)
  - Adding Trunking to the VPMs
  - Adding Secure Operation (AES) to the VPMs
  - Replacing the existing workstations with Z2 Minis
- Upgrading two (2) Aux I/O
- Upgrading two (2) GCP8000 Site Controllers
- KVL5000 Key Value Loader
- Five (5) APX Consolettes for Wireless backup to STARCOM21
- IP Logging Solution for Starcom radio talkgroups
  - One (1) AIS Archiving Interface Server
  - Firewall and Switch
  - NICE Logging Recorder Solution

**Subscribers**

APX Mobiles, Portables, and Accessories as described in the Equipment List provided.
1.2 SYSTEM DIAGRAM

![System Diagram](image)

**Figure 1-1: System Diagram**

1.3 DISPATCH SOLUTION OVERVIEW

Motorola’s proposed dispatch solution for City of Evanston is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Evanston’s dispatch operators and field personnel.

The MCC 7500 Dispatch Console will provide Evanston with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

1.3.1 MCC7500 Software Upgrade

Five (5) of Evanston’s existing MCC7500s will be upgraded in preparation for Evanston joining the STARCOM21 network. The software upgrade will include the secure operation add-on that enables AES encryption on the MCC7500s.

1.3.2 KVL 5000

The KVL 5000 is a P25 communications encryption device that delivers greater flexibility for programmers to secure their radio channels, leading to less interruption in workflow. As the only key loader that employs a hardware protected keystore, the KVL 5000 is used to generate, transport, and load encryption keys to secure user
programming and critical information with a physical encryption solution at the highest level.

The KVL’s one-handed build features a sleek, responsive UI with quick start for a more efficient key loading process. This device integrates with Motorola Solutions’ Key Management Facility (KMF) by provisioning radios to use Over-the-Air-Rekeying (OTAR).

The KVL 5000 brings enhanced capabilities and greater performance to operators with the following core features:

- **Purpose-Built**
  - Ruggedized design with IP54, MIL-STD certification for use in demanding environments.
  - Increased responsiveness and efficiency, with large, accessible touch display and quick startup for fast engagement.
- **Efficient Operation**
  - Power saving operation to ensure the KVL 5000 is ready for use in emergency situations.
  - Battery power up to 10 hours of normal key load use.
  - Sleep, standby, and power-off modes available.
- **Compatibility**
  - Key sharing and backwards compatibility with previous Motorola Solutions KVL models (KVL 4000 to KVL 5000, KVL 3000+ to KVL 5000).

Built on the strong foundation of Motorola Solutions’ KVL 4000, the KVL 5000 maintains feature parity by supporting the following capabilities:

- FIPS 140-2 Level 2 compliant.
- Hardware protected keystore.
- Auto keyload and multiple keyload.
- Ability to keyload while KVL is charging (no minimum charge required).
- Key generation.
- KMF support, with UKEK provisioning, store and forward.

## 1.4 Capturing and Logging Audio

The proposed console system includes a logging recorder subsystem that enables the recording and replay of audio and other information associated with real-time conversations over the network. These capabilities provide Evanston’s personnel with clear audio and enough information to easily understand the context and content of any recorded transmission.

This proposal includes logging recorders that record simultaneous conversations coming through the Archiving Interface Server (AIS).
In addition to recording audio, the logging recorder has the ability to capture the following information, if supported:

- Talkgroup and channel information
- User identification, such as unit ID and alias
- Call type, such as Talkgroup Call, Telephone Patch Call, and Emergency Call
- Non-voice events, such as Call Alerts, Radio Status Check, and Radio Message

Upon playback, this information can be displayed and searched to retrieve a desired call. The logging recorder’s capacity is based on the number of radio transmissions it needs to record simultaneously, not on the number of channels that it can record.

A call can be saved either as a complete call (audio and any information associated with the call) or as a simple .wav file. Files saved as complete calls must be played using the application included with the logging recorder. Files saved as .wav files can be played on any application that supports them.

### 1.4.1 Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the radio system and the logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls.

AIS is utilized on a commercially available personal computer, with Motorola provided hardware and software. The PCs used in ASTRO 25 systems have a minitower form factor. The VPM connects to the console site LAN switch and communicates with the AIS PC via Ethernet. There is no direct physical connection between the VPM and the PC. Multiple AIS/recorder pairs may be deployed in a radio system.

The logging subsystem provides a user interface capable of allowing a user to identify actions/calls that occurred on the radio system, choose the desired call they wish to review, and play back the audio for that call through a logging playback station. The logging subsystem reconstructs the playback audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

### 1.4.2 NICE IP Logging Solution

The NICE IP Logging solution for Evanston has been designed to utilize a logger at the Evanston Dispatch facility. Motorola is proposing to add two concurrent licenses to replay capabilities as well as a Replay Client to for recording playback situations.

The Replay Client—Scenario Replay client software is a multiple channel synchronous replay application with powerful time-saving search capabilities filters and advanced search criteria that quickly and precisely identify desired transmissions. The replay station’s user interface, NICE Inform, displays information such as logged events and call data such as audio/event starting time and duration of transmission. The replay workstation software allows the user to search for calls and events through a graphical user interface and initiate playback of the chosen calls. The replay workstation can access recordings on multiple NICE recording devices, IP and NICE Analog recorders. This provides the user with a complete view of everything being recorded at a particular site.
1.4.3 APX Consolettes

The APX Consolette provides backup communications for dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.

The consolette will be connected to a GGM 8000 as an interface to Mutual Aid audio or other systems to enable dispatchers to communicate with field users on the control station via the dispatch position. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also continue to use their consoles to communicate with field users via the control stations.

The consolettes come with an antenna system that includes an eight (8)-channel 700/800 MHz control station combiner, transmit/receive antenna, and RF cabling. The antenna system is connected to the control station via the control station combiner.

1.5 APX 6000 PORTABLE RADIO

Motorola Solutions designed the APX 6000 fourth generation P25 portable with direct input from first responders. Engineered with high performance technology and utilizing innovative designs, the APX 6000 provides users with an ergonomic and rugged device that delivers superior audio performance with real-time information in a smaller package. The APX 6000 is easy to use, allowing personnel to focus on their job at hand, rather than the technology. In addition, the APX 6000 equips first responders with the clearest audio of any Motorola Solutions portable on the market.

The APX 6000 is Motorola Solutions’ fourth-generation, P25 Phase 2 capable portable radio, created specifically for public safety first responders who need to communicate on Project 25 Phase 2 systems. It offers outstanding performance in a compact, ruggedly reliable design, with the clearest audio of any Motorola Solutions portable on the market. With Wi-Fi access enabled, the APX 6000 can to quickly receive new codeplugs, firmware, and software features, in order to redeploying the radio fleet with ease as users continue talking without interruption. The APX 6000 improves public safety and emergency response times by incorporating innovative technology and design features developed based on direct input from first responder radio users.

Some of the standard features and benefits of the APX 6000 include:
- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of Evanston’s users through various data applications (Over-the-Air Programming (POP25) and Text Messaging).

- **Advanced Audio Features Ensure Intelligibility in High-Noise Environments** – 3 Watt speaker deliver superior intelligibility by producing louder sound and more accurately reproducing voice transmissions. An adaptive audio engine and ultra-loud 3 Watt speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Dual-sided two-microphone noise-canceling technology ensures clear audio through noise suppression technology that locates the talker and cancels out any background noise in their environment. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory, and power consumption.

- **Discreet Communication between Radio Users** – Cutting-edge design features in a small size enable public safety radio users, such as police officers, with the ability to communicate with team members without being detected in dangerous situations. The T-Grip design offers a secure grip and easy handling. The full bitmap monochromatic LCD Top Displays allow users to quickly read messages at a glance, and a high-contrast color display screen ensures easy viewing in difficult lighting conditions or when viewing at an angle. The enhanced grooves of the Push-to-Talk (PTT) button allow users to easily locate by “touch”.

- **Rugged Design Features** – Heavy-duty design features provide additional durability. Because it meets Submersible IP68 standards with the option to upgrade to a rugged housing (2 meters, 2 hours), the APX 6000 will function even when immersed in water. Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.

The APX 6000 comes in three different base configurations, and can be further customized to meet the needs of Evanston. These models include:

- Model 1.5 (Dual Display display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

<table>
<thead>
<tr>
<th>APX 6000</th>
<th>Full Bitmap Monochromatic LCD Top Display</th>
<th>Full Bitmap Color LCD Display</th>
<th>Backlit Keypad with 3 Soft Keys</th>
<th>4-Direction Navigation Key</th>
<th>Home and Data Buttons</th>
<th>4x3 Keypad</th>
<th>Channel Capacity</th>
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</thead>
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<tr>
<td>Model 1.5</td>
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1.6 APX 8000 PORTABLE RADIO

The APX 8000 is Motorola Solutions' first all-band P25 portable radio, created specifically for mission-critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000 enables radio users to communicate across 700 MHz, 800 MHz, VHF, and UHF Bands 1 and 2. The APX 8000 offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000 amplifies the public safety official's ability to keep the community safer than everbefore.

With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000 can quickly receive new codeplugs, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation. Some of the standard features and benefits of the APX 8000 are identified below:

- **All-Band Interoperability** – The APX 8000 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.

- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no "shut-down" times. GPS Outdoor Personnel Tracking enables each radio user's location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000 radios.

- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user's environment. Adaptive speaker equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker's authenticity and speech.
intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.

- **Comfortable Design** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000 was modeled after Motorola Solutions’ award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of doing their job.

- **Rugged, Robust, and Reliable Design Features** – The APX 8000 portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio’s interior from water intrusion, even if the outer housing is breached, with a shock-absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000 can withstand 2 meters of water submersion for 2 hours. The Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure.

- **Secure Communications** – The APX 8000 is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re-Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

The APX 8000 comes in three different base configurations, and can be further customized to meet the needs of Evanston. These models include:

- Model 1.5 (Top-display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

<table>
<thead>
<tr>
<th>APX 8000</th>
<th>Full Bitmap Monochromatic LCD Top Display</th>
<th>Full Bitmap Color LCD Display</th>
<th>Backlit Keypad with 3 Soft Keys</th>
<th>4-Direction Navigation Key</th>
<th>Home and Data Buttons</th>
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1.7 APX 4500 MOBILE RADIO

The APX 4500 brings together powerful technology in a compact, rugged, budget-friendly mobile radio, providing seamless, secure interoperability to a wide variety of agencies and users. By providing a wide range of budget-friendly configuration options, the APX 4500 offers the functionality and security required by public works, public safety, and mission critical first responders. Its compatible APX O2 Control Head, easy installation, durability, and AES encryption ensure that users can safely and effectively complete the mission at hand.

Motorola Solutions’ APX 4500 offers a sophisticated feature set that meets the needs of public servants, including utilities and public works personnel, public safety, and first responders, while being easy on agency budgets. Some of its standard features and benefits are identified below:

- **P25 and Legacy Interoperability** – 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure, the APX 4500 seamlessly unifies public works and public safety personnel so they can interoperate effectively in the moments that matter.

- **Ergonomic Controls** – The compatible O2 Control Head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. Intelligent lighting notifies users when the radio receives a call, an emergency arises, or when they are out of range. Enlarged multifunctional knobs allow radio users to easily adjust talkgroup and volume settings while wearing bulky gloves.

- **Easy to Install** – The APX 4500’s simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables. This design also allows the reuse of mounting holes and cables, making installation easy and reducing costs.

- **Ruggedized Construction** – Uncompromising durability and world-class quality enables the APX 4500 to withstand wet, dusty, and hazardous conditions. Its IP56 durability rating is the highest level of certification for mobile radios, and it meets applicable MIL-STD 810C, D, E, F, G standards.

The APX 4500 is compatible with optional advanced features and data applications to meet Evanston’s operational needs. Features include: AES Encryption, Over-the-Air Programming (POP25), Text Messaging, Tactical Over-the-Air Rekeying (OTAR), and 12-character RF ID asset tracking.
# EQUIPMENT LIST

## 2.1 CONSOLE UPGRADE

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<td>LDF4-50A CABLE: 1/2&quot; LDF HELIAX POLY JKT PER FOOT</td>
</tr>
<tr>
<td>2</td>
<td>DDN1090</td>
<td>L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE</td>
</tr>
<tr>
<td>2</td>
<td>TDN9289</td>
<td>221213 CABLE WRAP WEATHERPROOFING</td>
</tr>
<tr>
<td>200</td>
<td>DSAVA550</td>
<td>AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET</td>
</tr>
<tr>
<td>2</td>
<td>DSA5DFD</td>
<td>D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE</td>
</tr>
<tr>
<td>3</td>
<td>DSSG7812B2U</td>
<td>SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE</td>
</tr>
<tr>
<td>1</td>
<td>DSL5SSGRIP</td>
<td>L5SSGRIP 7/8&quot; SUPPORT HOIST GRIP</td>
</tr>
<tr>
<td>2</td>
<td>MDN6817</td>
<td>42396A-5 7/8&quot; CABLE HANGER STAINLESS, 10 PK</td>
</tr>
<tr>
<td>1</td>
<td>DSTSXDFFMBF</td>
<td>RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET</td>
</tr>
<tr>
<td>1</td>
<td>DSGSAKITD</td>
<td>GROUND STRAP KIT - DIN</td>
</tr>
<tr>
<td>25</td>
<td>L1705</td>
<td>LDF4-50A CABLE: 1/2&quot; LDF HELIAX POLY JKT PER FOOT</td>
</tr>
<tr>
<td>1</td>
<td>DDN1088</td>
<td>L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE</td>
</tr>
<tr>
<td>1</td>
<td>DDN1090</td>
<td>L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE</td>
</tr>
<tr>
<td>1</td>
<td>DSMFBW7463</td>
<td>WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD</td>
</tr>
<tr>
<td>QTY</td>
<td>NOMENCLATURE</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>DSC50496080531</td>
<td>SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 8 CH.</td>
</tr>
</tbody>
</table>

**AIS + NICE LOGGER**

<table>
<thead>
<tr>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DDN9748</td>
<td>19 INCH BLACK SHELF</td>
</tr>
<tr>
<td>1</td>
<td>DSY7B61AA</td>
<td>HP Z2 MINI ARM WALL VESA MOUNT</td>
</tr>
<tr>
<td>1</td>
<td>B1905</td>
<td>MCC 7500 ASTRO 25 SOFTWARE</td>
</tr>
<tr>
<td>1</td>
<td>B1933</td>
<td>MOTOROLA VOICE PROCESSOR MODULE</td>
</tr>
<tr>
<td>1</td>
<td>CA00288AB</td>
<td>ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE</td>
</tr>
<tr>
<td>1</td>
<td>CA00147AF</td>
<td>ADD: MCC 7500 SECURE OPERATION</td>
</tr>
<tr>
<td>1</td>
<td>CA00182AB</td>
<td>ADD: AES ALGORITHM</td>
</tr>
<tr>
<td>1</td>
<td>CA00140AA</td>
<td>ADD: AC LINE CORD, NORTH AMERICAN</td>
</tr>
<tr>
<td>1</td>
<td>T7885</td>
<td>MCAFEE WINDOWS AV CLIENT</td>
</tr>
<tr>
<td>1</td>
<td>TT3492</td>
<td>Z2 G4 MINI WORKSTATION NON RETURNABLE</td>
</tr>
<tr>
<td>1</td>
<td>CLN1868</td>
<td>2930F 24-PORT SWITCH</td>
</tr>
<tr>
<td>1</td>
<td>T8586</td>
<td>FORTINET FIREWALL APPLIANCE</td>
</tr>
<tr>
<td>1</td>
<td>DSKVT417A8UVR2</td>
<td>SERVTRAY 17INCH (8 PORT) VGA, USB/PS/2 PORT</td>
</tr>
<tr>
<td>1</td>
<td>DSEHN9000U0006</td>
<td>6 FT SERVSITCH EC-SERIES CPU CABLE</td>
</tr>
<tr>
<td>1</td>
<td>TT3285</td>
<td>SINGLE ASTRO RECORDER BASE BUNDLE</td>
</tr>
<tr>
<td>20</td>
<td>TT06303AA</td>
<td>ADD: PROFESSIONAL RECORDING CHANNEL</td>
</tr>
<tr>
<td>20</td>
<td>TT06305AA</td>
<td>ADD: ASTRO RECORDING CHANNEL</td>
</tr>
<tr>
<td>1</td>
<td>TT05720AA</td>
<td>ADD: IP LOGGING RECORDER FOR USE ON 7.17 SYSTEMS</td>
</tr>
<tr>
<td>1</td>
<td>DDN2521</td>
<td>MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE</td>
</tr>
<tr>
<td>1</td>
<td>DDN2522</td>
<td>MS SQL 2016 64 BIT USER CLIENT ACCESS LICENSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Part Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>197</td>
<td>APX6000 700/800 MODEL 2.5 PORTABLE</td>
<td>H98UCF9PW6BN</td>
</tr>
<tr>
<td>197</td>
<td>ADD: SMARTZONE OPERATION</td>
<td>H38</td>
</tr>
<tr>
<td>197</td>
<td>ADD: P25 9600 BAUD TRUNKING</td>
<td>Q361</td>
</tr>
<tr>
<td>197</td>
<td>ADD: ASTRO DIGITAL CAI OPERATION</td>
<td>Q806</td>
</tr>
<tr>
<td>197</td>
<td>ADD: TDMA OPERATION</td>
<td>QA00580</td>
</tr>
<tr>
<td></td>
<td>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY</td>
<td>QA01648</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>197</td>
<td>ADD: 5Y ESSENTIAL SERVICE</td>
<td>Q887</td>
</tr>
<tr>
<td>197</td>
<td>ENH: AES ENCRYPTION</td>
<td>Q629</td>
</tr>
<tr>
<td>197</td>
<td>ENH: MULTIKEY</td>
<td>H869</td>
</tr>
<tr>
<td>197</td>
<td>ADD: GROUP SERVICES</td>
<td>QA09008</td>
</tr>
<tr>
<td>197</td>
<td>ADD: ADAPTIVE NOISE SUPPRESSION</td>
<td>QA09006</td>
</tr>
<tr>
<td>197</td>
<td>ADD: WIFI CAPABILITY</td>
<td>QA09001</td>
</tr>
<tr>
<td>197</td>
<td>ADD: OUT OF THE BOX WIFI PROVISIONING</td>
<td>QA09007</td>
</tr>
<tr>
<td>197</td>
<td>ALT: LI-ION IMPRES 2 IP68 3400 MAH</td>
<td>QA05570</td>
</tr>
<tr>
<td></td>
<td><strong>APX 8000 Tri-band radio</strong></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>APX 8000 ALL BAND PORTABLE MODEL 2.5</td>
<td>H91TGD9PW6 N</td>
</tr>
<tr>
<td>13</td>
<td>ADD: SMARTZONE OPERATION</td>
<td>H38</td>
</tr>
<tr>
<td>13</td>
<td>ADD: P25 9600 BAUD TRUNKING</td>
<td>Q361</td>
</tr>
<tr>
<td>13</td>
<td>ADD: ASTRO DIGITAL CAI OPERATION</td>
<td>Q806</td>
</tr>
<tr>
<td>13</td>
<td>ADD: TDMA OPERATION</td>
<td>QA00580</td>
</tr>
<tr>
<td>13</td>
<td>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY</td>
<td>QA01648</td>
</tr>
<tr>
<td>13</td>
<td>ENH: AES ENCRYPTION</td>
<td>Q629</td>
</tr>
<tr>
<td>13</td>
<td>ENH: MULTIKEY</td>
<td>H869</td>
</tr>
<tr>
<td>13</td>
<td>ADD: 5Y ESSENTIAL SERVICE</td>
<td>Q887</td>
</tr>
<tr>
<td>13</td>
<td>ADD: GROUP SERVICES</td>
<td>QA09008</td>
</tr>
<tr>
<td>13</td>
<td>ADD: WIFI CAPABILITY</td>
<td>QA09001</td>
</tr>
<tr>
<td>13</td>
<td>ADD: OUT OF THE BOX WIFI PROVISIONING</td>
<td>QA09007</td>
</tr>
<tr>
<td>13</td>
<td>Standard battery for APX 8000 is PMNN4486</td>
<td></td>
</tr>
</tbody>
</table>

**Accessories for APX 6000 & 8000 radios**

| 124 | APX PSM 700/800MHZ ANTENNA | PMAF4002 |
| 124 | PSM IP55 WITH 3.5MM JACK RX 24IN (IMPRES Windporting Public Safety Microphone (24 inch cable) with 3.5mm NON-Threaded Audio Jack, Volume Control, Orange Button. IP Rating IP55, FM Approved) | PMMN4060B |
| 124 | ANT 1/4 WAVE 7/800 STUBBY | NAR6595A |

| 210 | Universal Holster for Standard Radio Models | PMLN7901 |
| 39 | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE, IMPRES WINDPORTING RSM, IP55 | IMPRES Windporting RSM with Volume Toggle Switch, Orange Button, 3.5mm NON-Threaded Jack (IP55) |

**Extra Battery**

| 210 | BATT IMPRES 2 LIION R IP68 3400T | PMNN4486 |

**Single Unit Charger**

<p>| 35 | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA | NNTN8860A |
| 32 | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR | NNTN8844A |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>APX 900 7/800 MHZ MODEL 2 PORTABLE</td>
<td>H92UCF9PW6 N</td>
</tr>
<tr>
<td>10</td>
<td>ENH: P25 TRUNKING</td>
<td>QA04096</td>
</tr>
<tr>
<td>10</td>
<td>ADD: HW KEY SUPPLEMENTAL DATA</td>
<td>QA01648AA</td>
</tr>
<tr>
<td>10</td>
<td>ADD: TDMA OPERATION</td>
<td>QA00580</td>
</tr>
<tr>
<td>10</td>
<td>ADD: MULTIKEY</td>
<td>H869</td>
</tr>
<tr>
<td>10</td>
<td>ADD: GROUP SERVICES</td>
<td>QA09008</td>
</tr>
<tr>
<td>10</td>
<td>ENH: AES 256 SW ENCRYPTION</td>
<td>QA06653</td>
</tr>
<tr>
<td>10</td>
<td>ADD: 5Y ESSENTIAL SERVICE</td>
<td>Q887</td>
</tr>
<tr>
<td>9</td>
<td>CHGR DESKTOP SINGLE UNIT IMPRES, US/NA</td>
<td>PMPN4174A</td>
</tr>
<tr>
<td>10</td>
<td>BATT IMPRES LIION IP68 2100T (Spare)</td>
<td>PMNN4491B</td>
</tr>
<tr>
<td>10</td>
<td><strong>Single Band Mobile - APX 4500</strong></td>
<td><strong>M22URS9PW1 N</strong></td>
</tr>
<tr>
<td>10</td>
<td>APX4500 7/800</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM</td>
<td>QA02756</td>
</tr>
<tr>
<td>10</td>
<td>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY</td>
<td>QA01648</td>
</tr>
<tr>
<td>10</td>
<td>ADD: TDMA OPERATION</td>
<td>QA00580</td>
</tr>
<tr>
<td>10</td>
<td>ADD: GROUP SERVICES</td>
<td>QA09008</td>
</tr>
<tr>
<td>10</td>
<td>ADD: APX O2 CONTROL HEAD (Grey)</td>
<td>QA00804</td>
</tr>
<tr>
<td>10</td>
<td>ADD: APX CONTROL HEAD SOFTWARE</td>
<td>G444</td>
</tr>
<tr>
<td>10</td>
<td>ADD: REMOTE MOUNT O2 WMM</td>
<td>G67</td>
</tr>
<tr>
<td>10</td>
<td>ADD: ANT 3DB LOW-PROFILE 762-870</td>
<td>G174</td>
</tr>
<tr>
<td>10</td>
<td>ADD: STD PALM MICROPHONE APX</td>
<td>W22</td>
</tr>
<tr>
<td>10</td>
<td>ADD: AUXILARY SPKR 7.5 WATT</td>
<td>B18</td>
</tr>
<tr>
<td>10</td>
<td>ADD: 5Y ESSENTIAL SERVICE</td>
<td>QA00318</td>
</tr>
<tr>
<td>10</td>
<td>ADD: NO GPS ANTENNA NEEDED</td>
<td>QA00235</td>
</tr>
<tr>
<td>10</td>
<td>ADD: MULTIPLE KEY ENCRYPTION OPERATION</td>
<td>W969</td>
</tr>
<tr>
<td>10</td>
<td>ADD: AES ENCRYPTION APX</td>
<td>G843</td>
</tr>
</tbody>
</table>
SECTION 3
IMPLEMENTATION PLAN

Motorola Solutions’ approach to successfully implementing City of Evanston’s project will control risk, schedule, and costs from contract signing through post-implementation.

For Evanston’s system implementation, Motorola Solutions will bring together a local team of engineers, system technologists, subject matter experts, and qualified subcontractor personnel, all under the direction of an experienced Project Manager who will have overall responsibility for the project. The combined strengths of the Motorola Solutions’ project team will enable us to successfully balance City of Evanston’s project schedule and technical/budgetary requirements. Motorola Solutions’ project team for Evanston’s implementation will include, but may not be limited to, the key personnel listed in Table 3-1 below.

Table 3-1: Motorola Solutions Project Team

<table>
<thead>
<tr>
<th>Project Team Member</th>
<th>Core Competencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Manages the entirety of the project from start to completion, as defined in the contract. The Project Manager will be the single point-of-contact for all items related to the contract and will serve as the official communication between Harper Colleges’ Project Manager and Motorola Solutions.</td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>Ensures the technical integrity and functionality of the system design. The Systems Engineer will serve as the technical point-of-contact for Evanston.</td>
</tr>
<tr>
<td>System Technologist</td>
<td>Tests and optimizes the system to ensure it performs as designed. The System Technologist leads a team of technologists responsible for planning, installing, configuring, testing, and cutover efforts, while also providing diagnostic and troubleshooting expertise for the operational system.</td>
</tr>
<tr>
<td>Account Manager</td>
<td>Addresses the needs that arise from daily operations, as well as issues resulting from system implementation.</td>
</tr>
<tr>
<td>Installation Shop</td>
<td>Wiring of console equipment, subscriber programming, control station antenna installation.</td>
</tr>
<tr>
<td>NICE Systems</td>
<td>NICE Logger delivery, installation, programming, cutover, and acceptance testing.</td>
</tr>
<tr>
<td>Customer Support Manager</td>
<td>Coordinates support resources, such as issue resolution and escalation, to ensure optimal quality-of-service (maintenance) delivery.</td>
</tr>
</tbody>
</table>

The project team will work with Evanston’s personnel to establish a project schedule that tracks tasks, milestones, start-end dates, predecessors and critical path, and owners. The project schedule will guide the implementation through each phase, as shown in Figure 3-1 below.
3.1 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this project for City of Evanston.

- No coverage guarantees are provided or implied.
- No backhaul estimate is included. The Customer is responsible for the remote backhaul connections from the sites to the core and any other required system interconnections.
- The Customer is responsible for complying with all Local, Municipal, County, State, and Federal laws, codes, rules, and regulations.
- The Customer is responsible for obtaining any permits for the installation and operation of the equipment.
- The Customer is responsible for providing power and backup power. No power or backup power is included in the estimate.
- All sites and equipment locations will have sufficient HVAC to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- The Customer is responsible for providing any shelters, buildings, structures, etc., and associated construction and civil work. No shelters, buildings, structures, etc., are included in the estimate. The Customer is responsible for any upgrades or modifications to any existing shelters, buildings, structures, etc.
- The Customer is responsible for providing any towers and associated construction and civil work. No construction or civil work is included in the estimate. No towers are included in the estimate. The Customer is responsible for any upgrades or modifications to any existing towers that may be used.
- All buildings, structures, shelters, and other related equipment will comply with R56 standards.
- There is sufficient space, including rack space, in each of the sites and/or equipment locations for the installation, provisioning, and deployment of the proposed equipment.
- All sites or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- Approved FCC licensing, if required, will be provided by the customer.
- Where necessary, the Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
Any existing equipment that will be reused is functional and can be upgraded to the same system release as STARCOM21 where applicable.
Motorola is proposing the installation and configuration of the following equipment for City of Evanston’s PSAP and SC21 addition.

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Major Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston Dispatch Site</td>
<td>Upgrade existing 5 MCC7500 consoles to join SC21. Adding Encryption</td>
</tr>
<tr>
<td>Various</td>
<td>APX Subscribers</td>
</tr>
<tr>
<td>Evanston Dispatch Site</td>
<td>NICE Logging Recorder</td>
</tr>
</tbody>
</table>

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT INITIATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review the Customer’s operational requirements.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Present the system design and operational requirements for the solution.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present installation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present preliminary cutover plan and methods to document final cutover process.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Present configuration and details of sites required by system design.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validate that Customer sites can accommodate proposed equipment.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Provide approvals required to add equipment to proposed existing sites.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review safety, security, and site access procedures.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### Tasks

<table>
<thead>
<tr>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.</td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable:</strong> Information and permitting requirements completed at each site.</td>
<td></td>
</tr>
</tbody>
</table>

### System Installation

#### Equipment Order and Manufacturing

<table>
<thead>
<tr>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create equipment order and reconcile to contract.</td>
<td>X</td>
</tr>
<tr>
<td>Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.</td>
<td>X</td>
</tr>
<tr>
<td>Procure non-Motorola Solutions equipment necessary for the system.</td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable:</strong> Equipment procured and ready for shipment.</td>
<td></td>
</tr>
</tbody>
</table>

#### Equipment Shipment and Storage

<table>
<thead>
<tr>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide secure location for solution equipment.</td>
<td>X</td>
</tr>
<tr>
<td>Pack and ship solution equipment to the identified, or site locations.</td>
<td>X</td>
</tr>
<tr>
<td>Receive solution equipment. The location in which the equipment is received is to be environmentally controlled.</td>
<td>X</td>
</tr>
<tr>
<td>Inventory solution equipment.</td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable:</strong> Solution equipment received and ready for installation</td>
<td></td>
</tr>
</tbody>
</table>

#### General Installation

<table>
<thead>
<tr>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver solution equipment to installation location.</td>
<td>X</td>
</tr>
<tr>
<td>Coordinate receipt of and inventory solution equipment with designated contact.</td>
<td>X</td>
</tr>
<tr>
<td>Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.</td>
<td>X</td>
</tr>
<tr>
<td>Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.</td>
<td>X</td>
</tr>
<tr>
<td>Tasks</td>
<td>Motorola Solutions</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.</td>
<td>X</td>
</tr>
<tr>
<td>Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.</td>
<td></td>
</tr>
<tr>
<td>Connect installed equipment to the provided ground system.</td>
<td></td>
</tr>
<tr>
<td>Label equipment, racks, and cables.</td>
<td></td>
</tr>
<tr>
<td>Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.</td>
<td></td>
</tr>
<tr>
<td>Note any required changes to the installation for inclusion in the “as-built” system documentation.</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Equipment installed.

### Console Installation and Configuration

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Connect console to circuit demarcation points.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Customer to provide the space and existing console furniture.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide the existing 5 MCC 7500 console operator positions that will be upgraded which includes the following equipment:</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>· Motorola Solutions Voice Processor Module.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Monitor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Windows Workstation HPZ440 Workstations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· MCC Series Desktop Speakers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· MCC Series Desktop Headset Jack.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Headset Module Base with PTT and Cable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Single Instant Recall Recorder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Existing Switches HP 2620</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Existing Conventional CCGW Ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the existing consolettes, antenna, line, combining and antenna mounting location.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Upgrade and configure the existing MCC7500 consoles to interface to STARCOM21 core.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide the encryption upgrade for the operator positions. Install and configure the operator positions with encryption.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Develop templates for console programming.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Tasks</td>
<td>Motorola Solutions</td>
<td>Customer</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Control Station Installation and Configuration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the locations of control stations.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Survey mounting locations and develop control station installation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide adequate space, grounding, and power for the control station</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>installation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Properly connectize and ground the cabling, which will be run to the</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>outdoor antenna location using the least obtrusive method.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide an elevated antenna mounting location, and adequate feed-line</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>routing and support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install line (not greater than 100 feet in length) and antenna system</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>(connectors, coax grounding kit, antenna, and surge protection).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install RF local control stations identified in the equipment list.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Perform control station programming.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable: Console equipment installation completed.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Logging Equipment Installation and Configuration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply the AIS (Interface) and NICE IP logging equipment.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Perform the installation of the Logging equipment described in the</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>system description.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the appropriate system interconnect specifications.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Test features and functionality to ensure they are in accordance</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>with manufacturers' specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide space for the AIS and logging equipment at dispatch provided</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>facilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer is responsible for providing a link between the NICE Logger</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>in the Customer Enterprise Network to the AIS Logger in the Radio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Network Infrastructure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide security access to buildings and necessary rooms specific to</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>the implementation process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable: Control station equipment installation completed.</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Tasks

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrange for workspace as needed by the NICE Systems Implementation Team including but not limited to an active network connection, internet access, and a working telephone</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide physical, server and network access to site for all on-site NICE personnel as needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide necessary test phones and/or test PC's to allow NICE personnel to perform control testing and system review with appropriate Customer resource</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Logging equipment installation completed.

### Develop Console and User Radio Fleetmap

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review and determine modifications to existing fleetmap.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Review fleetmapping requirements with Customer, including user ID and talkgroup structures.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Designate user group representatives for the user groups, to make timely decisions on their behalf.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide advisory input during fleetmap development.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Develop templates.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Participate in a meeting to finalize any changes among user groups.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Review and approve fleetmap templates.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Program the approved templates into a radio-programming template tool.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Program sample radios with approved templates and deliver for evaluation by Customer.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Program approved templates into console.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Evaluate sample radios and provide feedback.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Approve templates.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Deliverable:** Fleetmap plan completed and approved by Customer.

### Mobile Radio Installation and Programming

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and approve prototypes for each type of mobile installation.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Test features and functionalities of the mobile templates.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

---

*Starcom System Migration*

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<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide adequate number of vehicles for installations according to the project/installation schedule.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Install the antennas on the roof, where practical, on the new antenna installations. If mobile antenna cannot be installed on the roof, determine an alternative location.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Remove the existing mobiles from the vehicle at the time of installation of the new radios</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable:</strong> Mobile radios installed and accepted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Portable Radio Programming and Distribution**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pass all features and functionalities of the portable radio template.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Program test portable radios with each template version and activate them on the system.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Deliver portable radios to authorized Customer personnel and inventory upon receipt.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Distribute portable radios to end users.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Deliverable:</strong> Portable radios accepted and distributed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tasks</td>
<td>Motorola Solutions</td>
<td>Customer</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>SYSTEM OPTIMIZATION AND TESTING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R56 Site Audit</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions’ R56 Standards and Guidelines for Communication Sites.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution Optimization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Verify that all audio and data levels are at factory settings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Verify communication interfaces between devices for proper operation.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ensure that functionality meets manufacturers’ specifications and complies with the final configuration established during design review or system staging.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliverable: Completion of System Optimization.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Resolve any tasks failures before Final System Acceptance.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliverable: Completion of testing and approval by Customer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cutover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalize Cutover Plan.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Notify the personnel affected by the cutover of the date and time planned for cutover.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Tasks</td>
<td>Motorola Solutions</td>
<td>Customer</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Provide ongoing communication with users regarding the project and schedule.</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Cut over users and ensure that user radios are operating on system.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Deliverable: Migration to new system completed, and punchlist items resolved.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Transition to Warranty**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review the items necessary for transitioning the project to warranty support and service.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Motorola Solutions to provide services during year 1 warranty which align with the proposed services.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Participate in the Transition Service/Project Transition Certificate (PTC) process.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Deliverable: Service information delivered and approved by Customer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Finalize Documentation and System Acceptance**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Motorola Solutions</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide manufacturer's installation material, part list and other related material to Customer upon project completion.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Provide an electronic as-built system manual on Customer preferred electronic media. The documentation will include the following:</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>▪ Site Block Diagrams.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Site Floor Plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Site Equipment Rack Configurations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Antenna Network Drawings for RF Sites (where applicable).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Equipment Inventory List.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Console Programming Template (where applicable).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Maintenance Manuals (where applicable).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Technical Service Manuals (where applicable).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drawings will be delivered in Adobe PDF format.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receive and approve documentation.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Tasks</td>
<td>Motorola Solutions</td>
<td>Customer</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>--------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Execute Final Project Acceptance.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Deliverable: All required documents are provided and approved. Final Project Acceptance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 4-1: Evanston Responsibility Matrix

<table>
<thead>
<tr>
<th>Equipment/Software</th>
<th>Ownership and Operating Costs</th>
<th>Maintenance and Lifecycle Management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evanston or Site Owner</td>
<td>Motorola</td>
</tr>
<tr>
<td></td>
<td>Evanston or Site Owner</td>
<td>Motorola</td>
</tr>
<tr>
<td><strong>Subscriber Equipment and Software</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Radios - All Tiers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dash and Trunk Mount Mobile Radios - All Tiers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Control Stations - All Types</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Chargers and Adapters - All Types</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Codeplug Development/Fleetmap Management</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Loading IDs into Network Database</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>IP Dispatch Equipment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Console Electronics</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Console Servers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Console Software Applications</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dispatch Console Clients/Accessories</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dispatch Console/Call Taker Instant Recall Recorder</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Networking/Routing/Switching Equipment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Network Security and Antivirus Protections</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>NICE Logging Solution</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Backup Control Stations</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Item</td>
<td>Ownership and Operating Costs</td>
<td>Maintenance and Lifecycle Management</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Software/Firmware Licenses</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Programming Software, Cables and Interface Equipment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Spare Equipment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>End-to-End Multiple-Key Encryption</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Backhaul to STARCOM21 Master Site</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
SECTION 5

PROJECT SCHEDULE

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of Evanston at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with site acquisition, R56 upgrades, installation, cabling and providing unobstructed cable routes. The biggest drivers for project schedule are site acquisition (including lease/NTP, permitting, zoning, NEPA, SHPO, etc) and tower readiness (including structural analysis and remediation/construction) where applicable.
SECTION 6

ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that City of Evanston's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.
SECTION 7

ADVANCED PLUS SERVICES

7.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Evanston’s network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to the Evanston. Appropriate for customers who wish to leverage Motorola Solutions’ experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Network Updates.
- NICE Logging Gold Support

These services will be delivered to Evanston PD through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

7.2 ADVANCED PLUS SERVICES DESCRIPTIONS

7.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions’ support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Evanston’s system.

Motorola Solutions will provide Service Desk response as a single point of contact for all support issues, including communications between Evanston, third-party subcontractors and manufacturers, and Motorola Solutions. When Evanston’s personnel call for support, the Service Desk will record, track, and
update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Evanston’s inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for Technical Support, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions’ recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Evanston will also provide Network Event Monitoring to Evanston’s network in real-time, ensuring continuous management of the system’s operational functionality. The SSC’s technicians will utilize sophisticated tools to remotely monitor Evanston’s system, often identifying and resolving anomalous events before they might affect user communications.

7.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Evanston’s location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Evanston’s location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

7.2.3 Network Hardware Repair

Motorola Solutions’ authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes Network Hardware Repair with Advanced Replacement to the Evanston. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the
Repair Depot’s inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot’s FRU inventory upon repair completion. If Evanston PD prefers to maintain their existing FRU inventory, Evanston will be able to request a “loaner” FRU while their unit is being repaired.

7.2.4 Security Management Operations

The proposed Remote Security Patch Installation Service will provide Evanston with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Evanston’s system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Evanston’s network. Once an update is fully tested and ready for deployment in Evanston’s system, Motorola Solutions will remotely install it onto Evanston PD’s system, and notify Evanston that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

7.2.5 Network Updates

With our proposed Network Updates Service, Motorola Solutions commits to sustain Evanston’s ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Evanston has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Evanston to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Evanston’s personnel.
7.2.6 **NICE Logging Gold Support**

**Gold** – 24 x 7 coverage for both remote and on-site support, as defined below.

**Priority Definitions – Severity Levels**

NICE Support Program identifies four levels of severity that determine the priority in queue and SLA commitments. These priority levels are defined as follows:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Severity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>Critical</td>
<td>In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.</td>
</tr>
<tr>
<td>Priority 2</td>
<td>Major</td>
<td>Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.</td>
</tr>
<tr>
<td>Priority 3</td>
<td>Anomaly</td>
<td>Any problem affecting one or more workstations that does not result in a loss of recording or replay, but nevertheless results in diminished product response or performance, e.g. if an administrator loses the ability to add or delete users.</td>
</tr>
<tr>
<td>Priority 4</td>
<td>Inquiry</td>
<td>An incident that has no business impact on a Production System, such as system inquiry, planned intervention requests for documentation, or request for information.</td>
</tr>
</tbody>
</table>

**SUPPORT LEVEL AGREEMENT – GOLD**

<table>
<thead>
<tr>
<th>Service and Response time by Priority Gold Level</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Availability</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
</tr>
<tr>
<td>Support Coverage</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
</tr>
<tr>
<td>Call Back Response Time</td>
<td>60 minutes</td>
<td>120 minutes</td>
<td>24 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>On Site Response Times</td>
<td>4 hours</td>
<td>24 hours</td>
<td>48 hours</td>
<td>48 hours</td>
</tr>
</tbody>
</table>

7.3 **MOTOROLA SOLUTIONS’ SERVICES CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions’
team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

7.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

7.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of Evanston’s system will be provided by Motorola Solutions’ local team of service personnel. Motorola Solutions will provide Evanston with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Evanston’s service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify Evanston that the system is restored to normal operation and request approval to close the case.

7.3.3 Centralized Repair Management through Motorola Solutions’ Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Evanston’s network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Evanston’s system. All components being repaired are tracked throughout the process, from shipment by Evanston to return through a case management system where users can view the repair status of the equipment via a web portal.
SECTION 8
ADVANCED PLUS SERVICES STATEMENT OF WORK

8.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

8.1.1 Advanced Plus Services

Motorola’s Advanced Plus Services are designed for customers who would benefit from Motorola’s support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola’s Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

8.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola’s delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer’s own environment and unique needs via the CSP.
The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

8.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

8.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer’s specifications. Certified field technicians...
(document content continues from the previous page)
high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

8.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on competed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.
8.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer (“Servicer”) for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

1.4.3.2 System installations, upgrades, and expansions.

1.4.3.3 Customer training.

1.4.3.4 Hardware repair and/or exchange.

1.4.3.5 Network security services.

1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).

1.4.3.7 Information Assurance.

1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer’s system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident.

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer’s premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure
1.6.4.2 Repair Verification Preference and procedure
1.6.4.3 Database and escalation procedure forms.
1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5 Provide the following information when initiating a service request:

1.6.5.1 Assigned system ID number
1.6.5.2 Problem description and site location
1.6.5.3 Other pertinent information requested by Motorola to open an Incident.

1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9 Provide all customer managed passwords required to access the customer’s system to Motorola upon request or when opening an to request service support or enable response to a technical issue.

1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters.

1.6.11 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.

1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A.

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.
### 8.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Definition</th>
<th>Engagement Times</th>
</tr>
</thead>
</table>
| **Critical**      | Core: Core server failures  
                    Core Link failure  
                    Sites/Subsites: Entire Simulcast Not Wide Trunking  
                    >= 33% of Sites/subsites down | Response provided 24 hours, 7 days a week, including US Holidays. |
| **High**          | • Consoles: Console positions down (>= 33%)  
                    • Sites/Subsites: < 33% of Sites/subsites down  
                    >= 33% of channels down  
                    • Conventional Channels: >= 50% of conventional channels (CCGW) down  
                    • Devices: Site Router/switch, GPS server down | Response provided 24 hours, 7 days a week, including US Holidays. |
| **Medium**        | Consoles: Console positions down (< 33% at a site)  
                    Sites/Subsites: < 33% of channels down  
                    Conventional Channels:  
                    • Less than 50% of conventional channel down | Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
| **Low**           | Minor events and warnings in the system  
                    • Preventative & Planned Maintenance Activities (Scheduled Work) | Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
### 8.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

<table>
<thead>
<tr>
<th>System Type</th>
<th>Available Connectivity</th>
<th>Set up and Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTRO® 25</td>
<td>Internet VPN</td>
<td>Motorola</td>
</tr>
<tr>
<td>ASTRO® 25</td>
<td>T1</td>
<td>Motorola</td>
</tr>
<tr>
<td>ASTRO® 25</td>
<td>Ethernet</td>
<td>Motorola</td>
</tr>
</tbody>
</table>

#### Motorola Owned & Supplied Equipment Table.

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Location Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firewall/Router</td>
<td>Master Site</td>
</tr>
<tr>
<td>Service Delivery Management Server</td>
<td>Master Site for each Zone</td>
</tr>
</tbody>
</table>

#### Monitored Elements Table

<table>
<thead>
<tr>
<th>Item</th>
<th>Location Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Switch</td>
<td>ATR</td>
</tr>
<tr>
<td>Firewall</td>
<td>AUC</td>
</tr>
<tr>
<td>Gateway</td>
<td>Backup Server</td>
</tr>
<tr>
<td>Router</td>
<td>Call Processor</td>
</tr>
<tr>
<td>Virtual Machine</td>
<td>CAM</td>
</tr>
<tr>
<td>Network Device</td>
<td>Camera</td>
</tr>
<tr>
<td>Server</td>
<td>CCGW</td>
</tr>
<tr>
<td>Controller</td>
<td>Conventional</td>
</tr>
<tr>
<td>Base Radio</td>
<td>Core</td>
</tr>
<tr>
<td>Telephony</td>
<td>Core Router</td>
</tr>
<tr>
<td>Zone Controller</td>
<td>CPG</td>
</tr>
<tr>
<td>ADSP</td>
<td>Data Base station</td>
</tr>
<tr>
<td>Agent</td>
<td>Data Processing</td>
</tr>
<tr>
<td>AMB</td>
<td>Database Server</td>
</tr>
<tr>
<td>AP</td>
<td>Device Config Server</td>
</tr>
<tr>
<td>ARCA DACS</td>
<td>DIU</td>
</tr>
<tr>
<td>Jump Server</td>
<td>Packet Data Gateway</td>
</tr>
<tr>
<td>LAN Switch</td>
<td>Moscad Server</td>
</tr>
<tr>
<td>Licensing Service</td>
<td>Net cool Server</td>
</tr>
<tr>
<td>Link</td>
<td>Network Address</td>
</tr>
<tr>
<td>Logging Recorder</td>
<td>NX</td>
</tr>
<tr>
<td>Logging Replay Station</td>
<td>Object Server</td>
</tr>
<tr>
<td>LTE</td>
<td>OMADM</td>
</tr>
<tr>
<td>MDF</td>
<td>OP</td>
</tr>
<tr>
<td>MGEG</td>
<td>OSP</td>
</tr>
<tr>
<td>Microwave</td>
<td>OSS</td>
</tr>
</tbody>
</table>

Starcom System Migration
Motorola Solutions Confidential Restricted

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Advanced Plus Services Statement of Work 8-10
<table>
<thead>
<tr>
<th>Monitored Elements Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>MME</td>
</tr>
<tr>
<td>SPM</td>
</tr>
<tr>
<td>UPS</td>
</tr>
<tr>
<td>VMS</td>
</tr>
<tr>
<td>VPM</td>
</tr>
</tbody>
</table>

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*
8.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola’s Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola’s Solutions Support Center’s (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola’s currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola’s Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer’s technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer’s system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.
1.4 Limitations and Exclusions
The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.
   1.4.3 System installations, upgrades, and expansions.
   1.4.4 Customer training.
   1.4.5 Hardware repair and/or exchange.
   1.4.6 Network security services.
   1.4.7 Network transport management.
   1.4.8 Motorola services not included in this statement of work.
   1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer’s requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.
1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.

1.6.9. Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.
### 1.7 Priority Level Definitions
The following Priority level definitions will be used to determine the maximum response times of the Incidents:

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Definition</th>
</tr>
</thead>
</table>
| **Critical**      | Core: Core server failures Core Link failure  
                     Sites/Subsites: Entire Simulcast Not Wide Trunking  
                     >= 33% of Sites/subsites down |
| **High**          | Consoles: Console positions down (>= 33%) Console Site Link Down  
                     Sites/Subsites: < 33% of Sites/subsites down  
                     >= 33% of channels down  
                     Conventional Channels: >= 50% of conventional channels (CCGW) down  
                     Devices: Site Router/switch, GPS server down |
| **Medium**        | Consoles: Console positions down (< 33% at a site)  
                     Sites/Subsites: < 33% of channels down  
                     Conventional Channels: Less than 50% of conventional channel down |
| **Low**           | Minor events and warnings in the system  
                     Preventative & Planned Maintenance Activities (Scheduled Work) |
1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.</td>
</tr>
<tr>
<td>High</td>
<td>A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.</td>
</tr>
<tr>
<td>Medium</td>
<td>A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.</td>
</tr>
<tr>
<td>Low</td>
<td>A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.</td>
</tr>
</tbody>
</table>
APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola’s discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at https://businessonline.motorolasolutions.com, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a “commercially reasonable effort” to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2 All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3 All Broadband infrastructure over three (3) years from product cancellation date

1.4.4 Physically damaged infrastructure.

1.4.5 Third party equipment not shipped by Motorola

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.
1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave\textsuperscript{1}, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS\textsuperscript{1}

1.4.9 Test equipment.

1.4.10 Racks, furniture and cabinets.

1.4.11 Firmware and/or software upgrades.

\textsuperscript{1} Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning
infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer’s expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6.8</td>
<td>Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.</td>
</tr>
<tr>
<td>1.6.9</td>
<td>Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.</td>
</tr>
<tr>
<td>1.6.10</td>
<td>Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.</td>
</tr>
</tbody>
</table>
8.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION
STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola’s Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work (“SOW”) is subject to the terms and conditions of Motorola’s Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties (“Agreement”). Motorola and Customer may be referred to herein individually as a “Party” or together as “Parties”.

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released “as-required.” Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.
If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka “Patch Tuesday”); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer’s responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month’s push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.
1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB’s") are not part of this service. However in some instances, these fixes must
be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.


Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBridge, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software (“SW”) security updates as made available from the OEM’s. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

- McAfee Antivirus definitions— Weekly
- Windows OS updates – Monthly
- Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola’s site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola’s secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM’s during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

### 1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer’s ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc.) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.
1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer’s system will be error-free or immune to security breaches as a result of these services.

APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola’s OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola’s Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola’s Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1. Receive service requests.

2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
2.3. Dispatch a field servicer (“Servicer”) as required by Motorola’s standard procedures and provide necessary Incident information.

2.4. Provide the required personnel access to relevant customer information as needed.

2.5. Servicer will perform the following on-site:

2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7. Replace defective Infrastructure or FRU, as supplied by customer.

2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer’s premises.

2.10. Verify with customer that restoration is complete or system is functional, if required by customer’s repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

2.11. Escalate the Incident to the appropriate party upon expiration of a response time.

2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13. Notify customer of Incident status as defined by the Customer Support Plan:

   2.13.1 Open and closed; or

   2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

   3.2.1. Incident notification preferences and procedure.

   3.2.2. Repair verification preference and procedure.

   3.2.3. Database and escalation procedure forms.

   3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:
3.3.1. Assigned system ID number.
3.3.2. Problem description and site location.
3.3.3. Other pertinent information requested by Motorola to open an Incident.
3.4. Allow Servicers access to equipment.
3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
3.7. Maintain and store in an easily accessible location proper system backups.
3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.
4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Definition</th>
</tr>
</thead>
</table>
| **Critical**      | Core: Core server failures  Core Link failure  
|                   | Sites/Subsites: Entire Simulcast Not Wide Trunking  
|                   | >= 33% of Sites/subsites down |
| **High**          | • Consoles: Console positions down (>= 33%)  Console Site Link Down  
|                   | • Sites/Subsites: < 33% of Sites/subsites down  
|                   | >= 33% of channels down  
|                   | • Conventional Channels: >= 50% of conventional channels (CCGW) down  
|                   | • Devices: Site Router/switch, GPS server down |
| **Medium**        | Consoles: Console positions down (< 33% at a site)  
|                   | Sites/Subsites: < 33% of channels down  
|                   | Conventional Channels: Less than 50% of conventional channel down |
| **Low**           | Minor events and warnings in the system  
|                   | • Preventative & Planned Maintenance Activities (Scheduled Work) |
## 5.0 Onsite Support Priority Level Response Time Goals

(Customer’s Response Time Classification is designated in the Customer Support Plan.)

<table>
<thead>
<tr>
<th>Incident Priority Level</th>
<th>Standard Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Within 4 hours from receipt of notification continuously</td>
</tr>
<tr>
<td>High</td>
<td>Within 4 hours from receipt of notification continuously</td>
</tr>
<tr>
<td>Medium</td>
<td>Within 8 hours from receipt of notification</td>
</tr>
<tr>
<td></td>
<td>Standard Business Day, Hours(8-5pm local time)</td>
</tr>
<tr>
<td>Low</td>
<td>Within 12 hours from receipt of notification</td>
</tr>
<tr>
<td></td>
<td>Standard Business Day, Hours(8-5pm local time)</td>
</tr>
</tbody>
</table>

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)
8.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or “FNE”) to monitor the Infrastructure’s conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.
1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Pre-tested Security Update Service when applicable.

1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1. Notify the customer of any planned system downtime needed to perform this Service.

1.4.2. Advise customer of issues that may require attention.

1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4. Determine, in its sole discretion, when an Incident requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2. Authorize and acknowledge any scheduled system downtime.

1.5.3. Maintain periodic backup of databases, software applications, and firmware.

1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6. Provide site escorts in a timely manner if required.

1.5.7. Provide Motorola with requirements necessary for access to secure facilities.

1.5.8. Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service

1.6 The Servicer has the following responsibilities:
1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3. Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

As applicable, use the Method of Procedure (MOPs) as defined for each task.

<table>
<thead>
<tr>
<th>MASTER SITE CHECKLIST - LEVEL 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SERVERS</strong></td>
</tr>
<tr>
<td>Equipment Alarms</td>
</tr>
<tr>
<td>Capture Diags</td>
</tr>
<tr>
<td>NM Client Applications</td>
</tr>
<tr>
<td>Verify System SW CD's</td>
</tr>
<tr>
<td>Complete Backup</td>
</tr>
<tr>
<td>Network Time Protocol (NTP)</td>
</tr>
<tr>
<td>Data Collection Devices (DCD)</td>
</tr>
<tr>
<td>Anti-Virus</td>
</tr>
</tbody>
</table>

| ** ROUTERS**                    |
| Equipment Alarms                | Check LED and/or other status indicators for fault conditions. |
| Capture Diags                   | Perform recommended diagnostic tests based on router type. Capture available diagnostic logs. |
| Verify Redundant Routers        | Test redundancy in CWR devices. Core router switchover (coordinate with customer). |

| **SWITCHES**                    |
| Equipment Alarms                | Check LED and/or other status indicators for fault conditions. |
| Capture Diags                   | Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs. |
### MASTER SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Verification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Verify Redundant Switches</strong></td>
<td>Test redundancy in CWR devices. Core router switchover (coordinate with customer).</td>
</tr>
<tr>
<td><strong>DOMAIN CONTROLLERS</strong> (non-CSA)</td>
<td></td>
</tr>
<tr>
<td>Equipment Alarms</td>
<td>Check LED and/or other status indicators for fault conditions.</td>
</tr>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.</td>
</tr>
<tr>
<td>Verify System SW CD's</td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
<tr>
<td><strong>FIREWALLS</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Alarms</td>
<td>Check LED and/or other status indicators for fault conditions.</td>
</tr>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.</td>
</tr>
<tr>
<td><strong>LOGGING EQUIPMENT</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Alarms</td>
<td>Check LED and/or other status indicators for fault conditions.</td>
</tr>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.</td>
</tr>
<tr>
<td>Server CPU Health</td>
<td>i.e. memory, HDD, CPU, disk space/utilization.</td>
</tr>
</tbody>
</table>

### PRIME SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Verification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Verify System SW CD's</strong></td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
<tr>
<td><strong>SWITCHES</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Alarms</td>
<td>Check LED and/or other status indicators for fault conditions.</td>
</tr>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.</td>
</tr>
<tr>
<td>Clean Fans and Equipment</td>
<td>Use antistatic vacuum to clean cooling pathways</td>
</tr>
<tr>
<td><strong>ROUTERS</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Alarms</td>
<td>Check LED and/or other status indicators for fault conditions.</td>
</tr>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.</td>
</tr>
<tr>
<td>Clean Fans and Equipment</td>
<td>Use antistatic vacuum to clean cooling pathways</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS EQUIPMENT</strong></td>
<td></td>
</tr>
</tbody>
</table>
### PRIME SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Equipment Alarms</th>
<th>Check LED and/or other status indicators for fault conditions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capture Diags</td>
<td>Perform recommended diagnostic tests based on server type.</td>
</tr>
<tr>
<td>Site Frequency Standard Check (TRAK)</td>
<td>Check lights and indicators for A/B receivers.</td>
</tr>
</tbody>
</table>

### SITE CONTROLLERS

| Equipment Alarms                  | Perform recommended diagnostic tests based on server type. | Capture available diagnostic logs. |
|-----------------------------------|-----------------------------------------------------------------|
| Capture Diags                    | Check LED and/or other status indicators for fault conditions. |
| Clean Fans and Equipment          | Use antistatic vacuum to clean cooling pathways. |

### COMPARATORS

| Equipment Alarms                  | Perform recommended diagnostic tests based on server type. | Capture available diagnostic logs. |
|-----------------------------------|-----------------------------------------------------------------|
| Capture Diags                    | Check LED and/or other status indicators for fault conditions. |
| Clean Fans and Equipment          | Use antistatic vacuum to clean cooling pathways. |

### DISPATCH SITE CHECKLIST - LEVEL 1

### GENERAL

<table>
<thead>
<tr>
<th>Inspect all Cables</th>
<th>Inspect all cables/connections to external interfaces are secure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mouse and Keyboard</td>
<td>Verify operation of mouse and keyboard.</td>
</tr>
<tr>
<td>Configuration File</td>
<td>Verify each operator position has access to required configuration files.</td>
</tr>
<tr>
<td>Console Op Time</td>
<td>Verify console op time is consistent across all ops.</td>
</tr>
<tr>
<td>Screensaver</td>
<td>Verify screensaver set as customer prefers.</td>
</tr>
<tr>
<td>Screen Performance</td>
<td>Verify screen operational/performance.</td>
</tr>
<tr>
<td>Touchscreen</td>
<td>Verify touchscreen operation (if applicable).</td>
</tr>
<tr>
<td>Cabling/Lights/Fans</td>
<td>Visual inspection of all equipment - cabling/ lights/ fans.</td>
</tr>
<tr>
<td>Filters/Fans/Dust</td>
<td>Clean any filters/ fans/ dust- all equipment.</td>
</tr>
<tr>
<td>Monitor and Hard Drive</td>
<td>Confirm monitor and hard drive do not &quot;sleep&quot;.</td>
</tr>
<tr>
<td>DVD/CD</td>
<td>Verify / clean DVD or CD drive.</td>
</tr>
<tr>
<td>Time Synchronization</td>
<td>Verify console time is synchronized with NTP server.</td>
</tr>
</tbody>
</table>
## DISPATCH SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Test Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Anti-Virus</strong></td>
<td>Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)</td>
</tr>
<tr>
<td><strong>HEADSET UNPLUGGED TESTING</strong></td>
<td></td>
</tr>
<tr>
<td>Speakers</td>
<td>Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.</td>
</tr>
<tr>
<td>Channel Audio in Speaker</td>
<td>Verify selected channel audio in select speaker only.</td>
</tr>
<tr>
<td>Footswitch Pedals</td>
<td>Verify both footswitch pedals operational</td>
</tr>
<tr>
<td>Radio On-Air Light</td>
<td>Verify radio on air light comes on with TX (if applicable)</td>
</tr>
<tr>
<td><strong>HEADSET PLUGGED IN TESTING</strong></td>
<td></td>
</tr>
<tr>
<td>Radio TX and RX</td>
<td>Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.</td>
</tr>
<tr>
<td>Speaker Mute</td>
<td>Verify select speaker muted.</td>
</tr>
<tr>
<td>Telephone Operation</td>
<td>Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.</td>
</tr>
<tr>
<td>Audio Switches</td>
<td>Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)</td>
</tr>
<tr>
<td>Radio Takeover in Headset</td>
<td>Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).</td>
</tr>
<tr>
<td><strong>OTHER TESTS</strong></td>
<td></td>
</tr>
<tr>
<td>Phone Status Light</td>
<td>Verify phone status light comes on when phone off-hook (if applicable)</td>
</tr>
<tr>
<td>Desk Microphone Operation</td>
<td>Confirm desk mic operation (if applicable)</td>
</tr>
<tr>
<td>Radio IRR Operation</td>
<td>Verify radio IRR operational (if applicable) on MOT dispatch</td>
</tr>
<tr>
<td>Telephone IRR Operation</td>
<td>Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch</td>
</tr>
<tr>
<td>Recording</td>
<td>Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement</td>
</tr>
<tr>
<td><strong>COMPUTER PERFORMANCE TESTING</strong></td>
<td></td>
</tr>
<tr>
<td>Computer Reboot</td>
<td>Reboot op position computer</td>
</tr>
<tr>
<td>Computer Operational</td>
<td>Confirm client computer is fully operational (if applicable)</td>
</tr>
<tr>
<td><strong>AUDIO TESTING</strong></td>
<td></td>
</tr>
<tr>
<td>Conventional Resources</td>
<td>Confirm all conventional resources are functional with adequate audio levels and quality</td>
</tr>
<tr>
<td>Secure Mode</td>
<td>Confirm any secure talkgroups are operational in secure mode</td>
</tr>
</tbody>
</table>
### DISPATCH SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th><strong>Trunked Resources</strong></th>
<th>Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Backup Resources</strong></td>
<td>Confirm backup resources are operational</td>
</tr>
</tbody>
</table>

### EQUIPMENT ROOM TESTS

<table>
<thead>
<tr>
<th><strong>Recording - AIS Test</strong></th>
<th>Verify audio logging of trunked calls</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recording</strong></td>
<td>Test op position logging on analog recorder (with customer assistance)</td>
</tr>
<tr>
<td><strong>System Alarms</strong></td>
<td>Review alarm system on all equipment for errors</td>
</tr>
<tr>
<td><strong>Capture Diags</strong></td>
<td>Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.</td>
</tr>
<tr>
<td><strong>Verify System SW CD's</strong></td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
</tbody>
</table>

### PLAYBACK STATION (Motorola Provided)

<table>
<thead>
<tr>
<th><strong>Capture Diags</strong></th>
<th>Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recall Audio</strong></td>
<td>Verify that radio/telephone audio can be recalled</td>
</tr>
</tbody>
</table>

### RF SITE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th><strong>Equipment Alarms</strong></th>
<th>Verify no warning/alarm indicators.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clean Fans and Equipment</strong></td>
<td>Use antistatic vacuum to clean cooling pathways</td>
</tr>
<tr>
<td><strong>Site Frequency Standard Check</strong></td>
<td>Check lights and indicators for A/B receivers.</td>
</tr>
<tr>
<td><strong>Basic Voice Call Check</strong></td>
<td>Voice test each voice path, radio to radio.</td>
</tr>
<tr>
<td><strong>Control Channel Redundancy (trunking)</strong></td>
<td>Roll control channel, test, and roll back.</td>
</tr>
<tr>
<td><strong>Site Controller Redundancy (trunking) - ASR only</strong></td>
<td>Roll site controllers with no dropped audio.</td>
</tr>
<tr>
<td><strong>PM Optimization Workbook (See Table 2 for GTR tests)</strong></td>
<td>Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx</td>
</tr>
</tbody>
</table>

### MOSCAD CHECKLIST - LEVEL 1

| **MOSCAD SERVER** |                                                                                                                                   |
### MOSCAD CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Alarms</td>
<td>Verify no warning/alarm indicators.</td>
</tr>
<tr>
<td>Check Alarm/Event History</td>
<td>Review MOSCAD alarm and events to find if there are chronic issues.</td>
</tr>
<tr>
<td>Windows Event Logs</td>
<td>Review Windows event logs. Save and clear if full.</td>
</tr>
<tr>
<td>Password Verification</td>
<td>Site devices to verify passwords. Document changes if any found.</td>
</tr>
<tr>
<td>Verify System SW CD's</td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
</tbody>
</table>

### MOSCAD CLIENT

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Alarms</td>
<td>Verify no warning/alarm indicators.</td>
</tr>
<tr>
<td>Check Alarm / Event History</td>
<td>Review MOSCAD alarm and events to find if there are chronic issues.</td>
</tr>
<tr>
<td>Windows Event Logs</td>
<td>Review Windows event logs. Save and clear if full.</td>
</tr>
<tr>
<td>Password Verification</td>
<td>Site devices to verify passwords. Document changes if any found.</td>
</tr>
<tr>
<td>Verify System SW CD's</td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
</tbody>
</table>

### MOSCAD RTU's

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Alarms</td>
<td>Verify no warning/alarm indicators.</td>
</tr>
<tr>
<td>Verify Connectivity</td>
<td>Verify Connectivity</td>
</tr>
<tr>
<td>Password Verification</td>
<td>Site devices to verify passwords. Document changes if any found.</td>
</tr>
<tr>
<td>Check Alarm/Event History</td>
<td>Review MOSCAD alarms and events to find if there are chronic issues.</td>
</tr>
<tr>
<td>Verify System SW CD's</td>
<td>Perform audit of software media on site. Versions, KC numbers, types, etc.</td>
</tr>
</tbody>
</table>

### FACILITIES CHECKLIST - LEVEL 1

### VISUAL INSPECTION EXTERIOR

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASR Sign</td>
<td>Verify that the ASR sign is posted.</td>
</tr>
<tr>
<td>Warning Sign - Tower</td>
<td>Verify warning sign is posted on the tower.</td>
</tr>
<tr>
<td>Warning Sign - Gate</td>
<td>Verify that a warning sign is posted at the compound gate entrance.</td>
</tr>
<tr>
<td>10 Rule Sign</td>
<td>Verify that a 10 rules sign is posted on the inside of the shelter door.</td>
</tr>
<tr>
<td>Outdoor Lighting</td>
<td>Verify operation of outdoor lighting/photocell.</td>
</tr>
<tr>
<td>Exterior of Building</td>
<td>Check exterior of building for damage/disrepair.</td>
</tr>
<tr>
<td>Fences / Gates</td>
<td>Check fences/gates for damage/disrepair.</td>
</tr>
<tr>
<td>FACILITIES CHECKLIST - LEVEL 1</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Landscape / Access Road</strong></td>
<td></td>
</tr>
<tr>
<td>Check landscape/access road for accessibility.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VISUAL INSPECTION INTERIOR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electrical Surge Protectors</strong></td>
</tr>
<tr>
<td>Check electrical surge protectors for alarms.</td>
</tr>
<tr>
<td><strong>Emergency Lighting</strong></td>
</tr>
<tr>
<td>Verify emergency lighting operation.</td>
</tr>
<tr>
<td><strong>Indoor Lighting</strong></td>
</tr>
<tr>
<td>Verify indoor lighting.</td>
</tr>
<tr>
<td><strong>Equipment Inspection</strong></td>
</tr>
<tr>
<td>Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.</td>
</tr>
<tr>
<td><strong>Regulatory Compliance (License, ERP, Frequency, Deviation)</strong></td>
</tr>
<tr>
<td>Check station for regulatory compliance. Update station logs.</td>
</tr>
</tbody>
</table>

| **Clean Fans and Equipment** |
| Use antistatic vacuum to clean cooling pathways |

| **UPS** |
| Verify corrosion, physical connections, dirt/dust, etc. |

| **GENERATOR** |
| Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc. |
| **Fuel** |
| Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider. |
| **Oil** |
| Check the oil dipstick for proper level. Note condition of oil. |
| **Verify operation (no switchover)** |
| Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc. |
| **Motorized Dampers** |
| Check operation |

| **HVAC** |
| Check air filter and recommend replacement if required. |
| **Coils** |
| Check coils for dirt and straightness |
| **Outdoor Unit** |
| Check that outdoor unit is unobstructed |
| **Wiring** |
| Wiring (insect/rodent damage) |
| **Cooling / Heating** |
| Check each HVAC unit for cooling/heating |
| **Motorized Dampers** |
| Check operation |

<table>
<thead>
<tr>
<th><strong>MICROWAVE CHECKLIST - LEVEL 1</strong></th>
</tr>
</thead>
</table>
### MICROWAVE CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL</strong></td>
<td></td>
</tr>
<tr>
<td>Transport Connectivity</td>
<td>Confirm transport performance by viewing UEM for site link warnings or errors.</td>
</tr>
<tr>
<td><strong>RADIO</strong></td>
<td></td>
</tr>
<tr>
<td>Alarms</td>
<td>Check alarm / event history</td>
</tr>
<tr>
<td>Software</td>
<td>Verify version of application</td>
</tr>
<tr>
<td>TX Frequency</td>
<td>Verify transmit frequency</td>
</tr>
<tr>
<td>TX Power</td>
<td>Verify transmit power</td>
</tr>
<tr>
<td>RX Frequency</td>
<td>Verify receive frequency</td>
</tr>
<tr>
<td>RX Signal Level</td>
<td>Verify receive signal level and compare with install baseline documentation</td>
</tr>
<tr>
<td>Save configuration</td>
<td>Save current configuration for off site storage</td>
</tr>
<tr>
<td>Backhaul Performance</td>
<td>Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.</td>
</tr>
<tr>
<td><strong>WAVEGUIDE</strong></td>
<td></td>
</tr>
<tr>
<td>Visual Inspection</td>
<td>Inspect for wear or dents (from ground using binoculars).</td>
</tr>
<tr>
<td>Connection Verification</td>
<td>Verify all connections are secured with proper hardware (from ground using binoculars).</td>
</tr>
<tr>
<td><strong>DEHYDRATOR</strong></td>
<td></td>
</tr>
<tr>
<td>Visual Inspection</td>
<td>Inspect moisture window for proper color</td>
</tr>
<tr>
<td>Pressure Verification</td>
<td>Verify pressure of all lines</td>
</tr>
<tr>
<td>Re-Pressurization</td>
<td>Bleed lines temporarily to verify the dehydrator re-pressurizes</td>
</tr>
<tr>
<td>Run Hours</td>
<td>Record number of hours ran</td>
</tr>
</tbody>
</table>

### TOWER CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STRUCTURE CONDITION</strong></td>
<td></td>
</tr>
<tr>
<td>Rust</td>
<td>Check structure for rust.</td>
</tr>
<tr>
<td>Cross Members</td>
<td>Check for damaged or missing cross members.</td>
</tr>
<tr>
<td>Safety Climb</td>
<td>Check safety climb for damage.</td>
</tr>
<tr>
<td>Ladder</td>
<td>Verify that ladder system is secured to tower.</td>
</tr>
<tr>
<td>Welds</td>
<td>Check for cracks or damaged welds.</td>
</tr>
<tr>
<td>Outdoor lighting/photocell</td>
<td>Test outdoor lighting and photocell.</td>
</tr>
<tr>
<td>Drainage Holes</td>
<td>Check that drainage holes are clear of debris.</td>
</tr>
<tr>
<td>Paint</td>
<td>Check paint condition.</td>
</tr>
</tbody>
</table>

**Tower Lighting**
### TOWER CHECKLIST - LEVEL 1

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lights/Markers</strong></td>
<td>Verify all lights/markers are operational.</td>
</tr>
<tr>
<td><strong>Day/Night Mode</strong></td>
<td>Verify day and night mode operation.</td>
</tr>
<tr>
<td><strong>Power Cabling</strong></td>
<td>Verify that power cables are secured to tower.</td>
</tr>
<tr>
<td><strong>ANTENNAS AND LINES</strong></td>
<td></td>
</tr>
<tr>
<td>Antennas</td>
<td>Visually inspect antennas for physical damage (from ground using binoculars).</td>
</tr>
<tr>
<td>Transmission Lines</td>
<td>Verify that all transmission lines are secure on the tower.</td>
</tr>
<tr>
<td><strong>GROUNDING</strong></td>
<td></td>
</tr>
<tr>
<td>Structure Grounds</td>
<td>Inspect grounding for damage or corrosion</td>
</tr>
<tr>
<td><strong>GUY WIRES</strong></td>
<td></td>
</tr>
<tr>
<td>Tower Guys</td>
<td>Check guy wires for fraying and tension.</td>
</tr>
<tr>
<td>Guy Wire Hardware</td>
<td>Check hardware for rust.</td>
</tr>
<tr>
<td><strong>CONCRETE CONDITION</strong></td>
<td></td>
</tr>
<tr>
<td>Tower Base</td>
<td>Check for chips or cracks.</td>
</tr>
</tbody>
</table>

### Table 8-1: Site Performance Verification Procedures

#### ASTRO 25 GTR ESS SITE PERFORMANCE

<table>
<thead>
<tr>
<th>Mode</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ANTENNAS</strong></td>
<td></td>
</tr>
<tr>
<td>Transmit Antenna Data</td>
<td></td>
</tr>
<tr>
<td>Receive (Antenna) System Data</td>
<td></td>
</tr>
<tr>
<td>Tower Top Amplifier Data</td>
<td></td>
</tr>
<tr>
<td><strong>FDMA MODE</strong></td>
<td></td>
</tr>
<tr>
<td>Base Radio Transmitter Tests</td>
<td></td>
</tr>
<tr>
<td>Base Radio Receiver Tests</td>
<td></td>
</tr>
<tr>
<td>Base Radio Transmit RFDS Tests</td>
<td></td>
</tr>
<tr>
<td>Receive RFDS Tests with TTA (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Receive RFDS Tests without TTA (if applicable)</td>
<td></td>
</tr>
<tr>
<td><strong>TDMA MODE</strong></td>
<td></td>
</tr>
<tr>
<td>Base Radio TDMA Transmitter Tests</td>
<td></td>
</tr>
<tr>
<td>Base Radio TDMA Receiver Tests</td>
<td></td>
</tr>
<tr>
<td>TDMA Transmit RFDS Tests</td>
<td></td>
</tr>
<tr>
<td>TDMA Receive RFDS Tests with 432 Diversity TTA</td>
<td></td>
</tr>
<tr>
<td>TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)</td>
<td></td>
</tr>
<tr>
<td>TDMA Receive RFDS Tests without TTA (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>
8.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work (“SOW”) is subject to the terms and conditions of Motorola’s Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties (“Agreement”). Motorola and Customer may be referred to herein individually as a “Party” or together as “Parties”.

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola’s option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management (“NFM”) products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.
1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A “board-level refresh” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.
1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4  **Motorola has the following responsibilities:**

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

1.5  **The Customer has the following responsibilities:**

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.
1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9. Cooperate with Motorola to provide post update implementation training as needed.

1.5.10. Provide Motorola with a completion sign off.

1.7. Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8. Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9. High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and the zone is a full T1.

1.9.2. Any link must realize or sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present.
- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links.
- Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these case must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

<table>
<thead>
<tr>
<th>CORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Site Configuration</td>
</tr>
<tr>
<td>Zones in Operation(DSR/Dark Master site)</td>
</tr>
<tr>
<td>Zone Features: I&amp;D, TDMA, Telephone Interconnect, CNI, HPD, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista, KMF/OTAR.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RF SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice RF Sites/Simulcast Sites(Including Prime sites)</td>
</tr>
<tr>
<td>Repeater/Stations(FDMA)</td>
</tr>
<tr>
<td>Repeater/Stations(TDMA)</td>
</tr>
<tr>
<td>HPD RF Sites</td>
</tr>
<tr>
<td>HPD Stations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISPATCH CONSOLE SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispatch Sites</td>
</tr>
<tr>
<td>MCC7500 Operator Positions(VPM)</td>
</tr>
<tr>
<td>Conventional Channel Gateways(CCGW)</td>
</tr>
<tr>
<td>Conventional Site Controller(GCP 8000)</td>
</tr>
<tr>
<td>LOGGING SYSTEM</td>
</tr>
<tr>
<td>------------------------------------</td>
</tr>
<tr>
<td>Number of AIS Servers</td>
</tr>
<tr>
<td>Number of Voice Logging Recorder</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NETWORK MANAGEMENT/MOSCAD NFM</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of NM Clients</td>
<td>0</td>
</tr>
<tr>
<td>Number of Fault Management Clients/NFM Clients</td>
<td>0</td>
</tr>
<tr>
<td>Number of Fault Management RTUs</td>
<td>0</td>
</tr>
<tr>
<td>Number of NM Clients</td>
<td>0</td>
</tr>
</tbody>
</table>
8.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU’s) in exchange for customer’s malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot’s FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a “Loaner” FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola’s discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a “commercially reasonable effort” to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2 All third party infrastructure hardware over three (3) years from product cancellation date.
1.3.3 All broadband infrastructure three (3) years from product cancellation date

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola.

1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.3.7 Video retrieval from digital in-car video equipment.

1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS

1.3.9 Test equipment.

1.3.10 Racks, furniture and cabinets.

1.3.11 Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.3.11. Firmware and/or software upgrades.

Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.4.2 Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.4.3 Provide new or reconditioned FRU’s to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer’s malfunctioning FRU.

1.4.4 Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.4.5.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU’s not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola’s FRU inventory, properly package customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola’s repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU’s not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer’s expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.
1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

**Figure 8-1: Advanced Exchange or Loaner Decision Process**
<table>
<thead>
<tr>
<th>Service</th>
<th>Advanced Replacement Contract Shipping Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchanges (Outbound to customer)</td>
<td>Motorola</td>
</tr>
<tr>
<td>Exchanges or Loaners</td>
<td></td>
</tr>
<tr>
<td>Next Flight Out (Outbound to customer)</td>
<td>Customer</td>
</tr>
<tr>
<td>Exchanges or Loaners</td>
<td></td>
</tr>
<tr>
<td>Non-Motorola carrier * (Outbound to customer)</td>
<td>Customer</td>
</tr>
<tr>
<td>Exchanges (Inbound to Motorola)</td>
<td>Motorola</td>
</tr>
<tr>
<td>Loaner (Outbound to customer)</td>
<td>Motorola</td>
</tr>
<tr>
<td>Loaner Repair (Inbound to Motorola)</td>
<td>Customer</td>
</tr>
<tr>
<td>Loaner Repair &amp; Return</td>
<td>Motorola</td>
</tr>
<tr>
<td>(Outbound to customer)</td>
<td></td>
</tr>
<tr>
<td>Loaner Installation</td>
<td></td>
</tr>
<tr>
<td>(OnSite Servicer)</td>
<td>Customer</td>
</tr>
</tbody>
</table>

Figure 8-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL
### MCC 7500 Console related
- Converting existing 5 positions to Starcom connectivity
- Includes adding AES encryption/ADP
- Includes project management, engineering, field technical services
- Includes console codeplug updates
- Includes KVL 5000 - for loading encryption keys
- Includes Subscriber programming class (APX7001V) for up to 3 individuals
- **Backup Consolettes - Adding 5 Starcom Consolettes**: 32,561
- Provides backup in case of console link to starcom temp failure

### Logging
- NICE IP Logger (20 simultaneous channels), 1 AIS (Archiving Interface Server), System Integration Services, Year 1 warranty
- **Logging**: 133,480

### Console & Logging Subtotal
- **307,093**

### Police Subscribers

<table>
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<tr>
<th>Item</th>
<th>Cost</th>
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<tr>
<td>APX 6000 Subscriber Total (Qty 197)</td>
<td>$1,047,395.81</td>
</tr>
<tr>
<td>APX 8000 (Tri-band Radio) Total (Qty 13)</td>
<td>$94,806.92</td>
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<tr>
<td>APX 6/8000 Accessory Total</td>
<td>$84,941.34</td>
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<tr>
<td>APX 900 Subscriber Portable (Qty 10) plus accessories</td>
<td>$29,727.92</td>
</tr>
<tr>
<td>APX 4500 Starcom Mobiles (Qty 10)</td>
<td>$42,668.40</td>
</tr>
<tr>
<td>Programming &amp; Codeplug Development (Police Scope Above)</td>
<td>40,107</td>
</tr>
<tr>
<td>* Includes one-time subscriber programming Fee</td>
<td></td>
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</tbody>
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### Police Subscribers Subtotal
- **$1,339,647.39**

### Up to 12 months of Starcom Airtime
- **$89,040.00**

### Capital Purchase Total
- **$1,646,740.20**
<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>System Incentive (assumes no scope changes)</td>
<td>-160000</td>
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<tr>
<td>Capital Purchase Total (after system incentive) - Amount to be financed</td>
<td>1,575,780.20</td>
</tr>
<tr>
<td>10 year Advanced Plus Maintenance and Upgrade Package total</td>
<td>$785,103.61</td>
</tr>
<tr>
<td>Overall Contract Amount (including 10 year maintenance)</td>
<td>$2,360,883.81</td>
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</table>

* Amount written into contract between Motorola and Evanston

Major Assumptions:
- Above subscriber unit pricing includes additional discount applied as part of one-time show pricing with assumption it is part of the larger system purchase
- 10 year Advanced Plus maintenance package is listed on the recurring costs tab and assumed to be part of the entire system total
- Pricing valid until 12/6/2019
- Starcom Air time pricing includes all maintenance, software updates, connectivity for Motorola equipment at RF sites
- A leased line connectivity (T1) is required for a wireline conversion between Evanston and Starcom 21 master site. This is a customer responsibility
- All new APX radios include a 5 year warranty in this package
- Up to 12 months of subscriber airtime included in system price. Additional airtime is outside of contract and estimated in recurring costs.
- Starcom does not bill for spare radios
- Starcom airtime pricing is fixed until June 30, 2021
### Evanston PD Recurring costs Pricing

<table>
<thead>
<tr>
<th>Advanced Plus Maintenance &amp; Upgrades - to be included in contract</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Plus Package for MCC 7500 Consoles 5 Position, 1 spare, CCGWs</td>
<td>$35,125</td>
<td>$36,468</td>
<td>$37,061</td>
<td>$37,671</td>
<td>$38,299</td>
<td>$38,946</td>
<td>$39,612</td>
<td>$40,299</td>
<td>$41,006</td>
<td>$41,734</td>
<td>$386,221</td>
</tr>
<tr>
<td>* includes onsite support, advanced replacement, tech support, preventative maintenance, monitoring, software and hardware upgrades</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced Plus Package for NICE IP Logger &amp; 1 AIS Server</td>
<td>$19,504</td>
<td>$37,762</td>
<td>$38,815</td>
<td>$39,901</td>
<td>$41,019</td>
<td>$42,172</td>
<td>$43,358</td>
<td>$44,581</td>
<td>$45,839</td>
<td>$45,932</td>
<td>$398,882</td>
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<tr>
<td>* includes onsite support, advanced replacement, tech support, preventative maintenance, monitoring, software and hardware upgrades</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal for Essentials Plus Maintenance &amp; Upgrade Package - to be included in overall Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$785,104</td>
</tr>
</tbody>
</table>

* Starcom airtime is not charged until starcom radios are active on the system. Spares are not charged airtime rates
* Special incentives and one time discounts applied to above pricing with assumption of a 10 year contract
* Above pricing is coupled with Capital Purchase Summary
* T1 line pricing is an estimate
* Starcom airtime pricing is an estimate. Final airtime charges to be determined by active radios
* Starcom airtime is fixed until June 30 2021 per state contract
* Advanced Plus packages to be paid annually prior to start of service
SECTION 10

CONTRACTUAL DOCUMENTATION

Lease CSSA Communications System & Services Agreement
Maintenance Support and SUA Addendum to CSSA
June 28, 2019

Perry Polinski
Communications Coordinator
Evanston Police Department
1454 Elmwood Avenue
Evanston, IL 60201

Subject: Motorola CallWorks NG9-1-1 i3 Capable Hosted Call Handling Solution

Dear Perry Polinski:

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide the following proposal to the Evanston Police Department for a quality Next Generation 9-1-1 system. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal is valid until September 20, 2019. The Evanston Police Department may accept the proposal by delivering to Motorola the signed CSSA and issuing a valid purchase order to Motorola Solutions, Inc. Alternatively, Motorola will be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to Norberto Colón, NG 9-1-1 Specialist, at (216) 956-9120.

We thank you for the opportunity to furnish the Evanston Police Department with our Next Generation 9-1-1 solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the public safety industry.

Sincerely,

Motorola Solutions, Inc.

Jeff Stowasser
Area Sales Manager - Illinois
North America Government Markets
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Pricing

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SECTION 1

CALLWORKS

1.1 INTRODUCTION

Tackling one of the toughest 9-1-1 public safety dilemmas, CallStation from CallWorks is pioneering the convergence of Next Generation 9-1-1 Call Taking, Mapping, IP based telecommunications systems and integration services. Our state-of-the-art solution is the only natively integrated, browser-based, VoIP and Network centric design in the industry. Using the latest software design and telephony technologies, our native i3-compatible application manages the receipt of emergency calls with a simpler, easier-to-use workflow approach and user interface designed to work the way you do, today.

We endorse the forward thinking of Evanston Police Department to advance their level of public safety service for the citizens of the region. Our system was specifically designed and developed for IP based solutions supporting Single Back Room, Geo-diverse and Federated Next Generation solutions. The system has a complex but simple array of features, many critical to the way that you manage your centers today. Our objective is to provide Evanston Police Department with an evergreen solution to secure your future with the necessary benefits that allow your staff to serve and protect its citizens with the most economical and efficient Next Generation call handling solution.

Motorola Solutions is pleased to present Evanston Police Department, a state-of-the-art, integrated IP based NG9-1-1, Single Back Room system including all identified customer requirements for a comprehensive solution. The CallWorks platform provides for a more cost effective and easy to use solution focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow.

CallWorks is aware that many PSAPs, dispatch agencies and distribution channels desire a balance between mainstream and state-of-the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, CallWorks provides a solution that is based upon advanced, yet proven technology derived from current IT, IP, VoIP, HTML 5, and Web services standards, yet allows smooth migration as next generation 9-1-1 matures. The proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware, software and network components unlike any competitive offering. This solution as proposed to Evanston Police Department, addresses and includes all the hardware, software, legacy interfaces, connections, associated project management, installation, IP migration and transition, user training and other services as requested.

CallWorks products are an integral part of Motorola Solutions’ end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center Software suite.
answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about Motorola Solutions’ wide-ranging product portfolio.

**COMMAND CENTER SOFTWARE SUITE**

1.2 **KEY SYSTEM CAPABILITIES AND DIFFERENTIATORS**

The CallWorks solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the CallWorks system.

- **Operating Systems** - Technologically advanced call handling system is based on the Linux Operating System, Web services and an application framework developed using state-of-the-art Web services techniques and the Java development environment. User interfaces require only a browser for all applications and are optimized for Mozilla Firefox ESR, which is fast, efficient and less costly to operate. Workstations operate on the current shipping release of the Windows Operating system for desktops.

- **Database** - Integrated systems designed and delivered as a standard with the MySQL Relational Database Management System. The database architecture allows for open, extensive information sharing, comprehensive reporting and scalability for adding additional capabilities in the future as required.

- **Telecom / 9-1-1** - CallWorks provides as a standard component, an industry-leading, custom CallWorks distribution of the VoIP Asterisk softswitch from Digium, Inc. This custom distribution of Asterisk, engineered and packaged with mature Media Gateways from AudioCodes, provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities, including voice mail and more. CallWorks, via its SipWorks interface, also provides emerging i3 Next Generation connectivity. The system is highly configurable to support NG9-1-1, emergency, non-emergency and administrate telephony needs.
• **Call Handling Functions** – The CallWorks call handling functions are very robust and include, but are not limited to, single button transfers (on and off net) via an extensive directory, ALI displayed on the VoIP telephone as a backup, integrated call control from the Map, silent monitoring, barge-in, override, unlimited multi-party conferencing, abandoned call management, ACD, integrated SMS call processing, released call review, and much more.

• **Notifications** - Another strategic advantage of the integrated CallWorks Messaging Engine is the capability to provide automated outbound notifications as part of a service request status change or a global announcement. Authorized users may create and manage notifications from AdminStation.

• **Call Recording** – Although the CallWorks platform is not officially marketed as a Long-Term Recorder, the system records and stores all 9-1-1 calls for IRR purposes at each workstation in a traditional fashion. 9-1-1 call recordings are captured at the time the call begins ringback for pre-answer insight and are made available for playback from the Call Screen. Additionally, call recordings are available for playback and for long-term download from DecisionStation. Calls may be played back with permission from any location where DecisionStation is configured. The system can be configured to record administrative calls as well.

• **Architecture** - The browser-based, redundant and High Availability (HA) architecture of our systems allow for centralization and integration of server applications, VoIP switching and the database, while also allowing extensive remote access without the burden of excessive implementation and cost. For larger or regional initiatives, the system is extensible over a network in Federated, Geo-diverse configurations as well as centralized hosting.

• **COTS Design** - CallWorks is dedicated to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. CallWorks standardizes with Cisco networking components, Dell workstation computing hardware, Dell HA Servers, APC Power Management Systems, AudioCodes Gateways, and Polycom VoIP telephones.

• **Implementation** – The system may be installed and serviced by CallWorks or locally provided by Motorola Solutions Authorized Service Centers. Users may also be trained to be Customer Owned and Maintained (COAM) if desired. Hosted Managed Service solutions may also be available in your area.

• **Ease of Use** - The CallWorks system offers the most intuitive and easy-to-use interface available in the industry today by simply requiring a browser. This user-friendly and easy-to-deploy method provides significant time and cost savings in training new personnel.

• **Training** - CallWorks offers at no additional cost, an e-learning training center (CallWorks University) featuring a highly structured interactive video course library. Users may access training videos at any time, from any device platform. Video courses provide an ideal solution for efficiently training new PSAP employees on the CallWorks system as a pre-requisite to formal on-site training. Additionally, our e-learning content provides continuing education for existing Users by providing video courses on new system features and enhancements and an introduction to select features for newly added staff.

• **Support** - CallWorks provides quality, around-the-clock customer care and service with remote monitoring as a standard offering. At any time or day of night, a member of our highly skilled service team is available to assist customers with any questions or concerns. In
addition, CallWorks support staff remains available on-site for 24 hours after the successful cutover for transitional support.

1.3 ENHANCEMENTS CALLWORKS BRINGS TO THE PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today’s PSAPs and dispatch centers. The CallWorks platform addresses many of those:

- **Workflow** - One of the primary goals of the CallWorks platform is to streamline the effort of the typical Call Taker/Dispatcher. Most Call Takers and Dispatchers use very sparingly the expensive and complex IWS solutions sold for years for the purpose of answering and managing 9-1-1 calls for service. With the deployment of CAD / Incident Management and Mapping solutions to a large portion of PSAPs, most use those tools for the bulk of the dispatch process after call answer. Our vision was to truly integrate the processes such that a single application could be deployed and managed to work the way the centers actually do, by taking calls, mapping those calls and dispatching and managing resources in a much simpler, more flexible and inexpensive manner.

- **Lack of Complexity** – CallWorks sought to completely eliminate the continuing complexity of the IWS PC itself. The legacy and most current IWS competitive offerings continue to provide overly complex IWS designs through heavy client applications, specific sound cards, TDD moderns and headset interface devices leading to maintenance intensive deployments and on-going driver, patch and OS compatibility support issues. CallWorks targeted the ability to more closely align with a network offering by allowing faster deployment as well as providing a simpler environment to maintain. This was accomplished by delivering a new architecture in which only an internet browser is needed at the desktop where specific hardware and drivers are not required. This creates an IWS replacement that requires no application software installation or client-side driver support. There is also no cabling between the VoIP Telephone set, the Headset Interface device and the IWS PC. This clean and simple design also enhances cohabitation with other applications critical to the user, such as Radio and third-party CAD or mapping applications as required.

*Note: The CallWorks Platform does NOT require Internet connectivity to operate. The platform simply shares those technological advancements and capabilities.*

- **User Interface** - The CallWorks System provides an industry first browser-based application environment for all users interfacing to the system including call taking, mapping, dispatch, reporting and management. This creates an easy-to-use, install and maintain environment. The environment enhances our capability to support hosting and networked deployments, allowing for easier transition as NG9-1-1 progresses.

- **Headset Sharing** - Headset sharing is provided by an Audio Interface Unit (AIU) which connects between the phone and radio console equipment. The AIU provides all necessary analog interconnections for managing the Call Taker/Dispatcher headset for phone and radio audio without requiring manual switching between the two. This design eliminates challenges in using the PC as the voice management component with complex driver and
OS maintenance concerns. If headset sharing will not be used with the radio system which typically supports dual operator connections, an optional AIU can be provided as a dual connection to a Supervisor/Trainer headset.

- **Enhanced Location**: RapidSOS location integration. CallWorks offers seamless integration with RapidSOS improved wireless location / GPS coordinates. This integration offers the RapidSOS coordinates as a supplemental source to the traditional ALI data so the Call Taker can compare the two location reports and use the one, which is most useful in the context of the call. In most cases this will be the RapidSOS coordinates which are provided both in text and on a map plot with dynamic updates. If the RapidSOS integration is configured and the location data is available, this information is recorded in call details for reporting and data exports.

- **Reporting**: With CallWorks DecisionStation, authorized users can monitor live operations for calls, view canned reports, perform ad-hoc database queries, and more. DecisionStation is browser-based and can be accessed from any workstation on the network, i.e. no software to install or license.

- **Remote Support**: A vital component in supporting systems is access. With CallWorks’ simplified design, all devices and components down to the telephone and headset units are IP endpoints and remotely addressable. CallWorks has unprecedented remote reverse VPN access, monitoring and control capability via the customer provided broadband connection. We can quickly and easily assist customer and authorized local service centers in troubleshooting or scheduled maintenance as needed. Additionally, CallWorks has further engineered a robust power distribution unit (PDU) within the rack that is also network addressable as needed. CallWorks includes out of band management access to all of the back room devices through a serial distribution unit. Through this device, which is connected to most of the network infrastructure devices in the back room such as Gateways, Switches, and the Server, we can serially access many devices for additional root level support if required. Secure remote control will access workstations quickly to troubleshoot and manage without impacting the productivity of users. CallWorks can detect performance problems with the use of Windows performance registry counters and Windows Management Instrumentation (WMI) queries.

- **CallStation**: VoIP based with a legacy CAMA interface, complies with Next Generation 9-1-1 and its messaging platform is consolidated with Emergency and Administrative call taking served by NENA compliant standard telephony. External VoIP sets from Polycom, Inc. are available as needed along with a traditional CAD spill for integration into other third-party products like CAD, Long-Term Recorders and Mapped ALI if desired. Browser-based Mapped ALI can be added if needed at no additional charge outside of necessary professional services. DispatchStation (CAD) can be added to those sites that need or may be considering an upgrade for a totally integrated solution.

- Each deployment includes an administrative application (AdminiStation), a reporting solution (DecisionStation), and a real-time statistics monitor (Status Monitor).
  
  - **AdminiStation**: is a browser-based access capability used by system managers, maintenance staff, supervisors or other authorized personnel to facilitate the set-up, configuration and on-going management of each agency, PSAP or regional network as required.
1.4 TECHNICAL CONSIDERATIONS

CallWorks designed its solution on Voice over Internet Protocol (VoIP) switch technology and then added the ability to interface to legacy telephony 9-1-1 delivery as opposed to adding digital technology on top of legacy systems. Our ability to comply with NENA i3 is inherent in our system design. This allows for a smooth migration as Next Generation 9-1-1 matures, including integration with SMS Text to 9-1-1, additional data and multimedia and direct i3 based NGCR via ESInet connectivity. All capabilities for modern interfaces such as VoIP and i3 are implemented entirely in software. This allows new functionality to be added easily without needing to remove or replace any components. Other important considerations of our proposal are:

NG Upgrade Path - CallWorks understands that the E9-1-1 market is in the midst of a transformation in call delivery standards and technology. Standards for additional data, text
messaging, and multimedia payloads are still emerging. As new standards are developed, new versions of software will be required. CallWorks provides all software releases, both minor and major, free of charge to all customers under a Software Support Agreement. The architecture of the CallWorks CPE solution leverages years of research and development by the IETF and other organizations to provide a format agnostic and fully extensible solution that is completely future proof.

**Long-Term Platform** - A founding principal of CallWorks was to provide a long-term platform that is free from third-party influence, premature obsolescence and perpetual end of life strategies. CallWorks utilizes no proprietary software or hardware in its implementation, fully supporting COTS in our engineering and deployments to avoid any 3rd party dependencies. This holds true for using Linux in our backroom server application as well as the open source Firefox browser deployment at the workstation level. The CallWorks platform is free from these costly strategies and while hardware refreshes may be required over time, the requirement for forklift upgrades is non-existent during the NG9-1-1 project life cycle.

**High Availability** - CallWorks provides enterprise grade servers from Dell. These servers include features such as Error Correction Code (ECC) RAM, Serial Attached SCSI (SAS) disk drives, redundant power supplies, redundant fans, Redundant Array of Independent Disks (RAID) controllers. In addition, all Gateways, Switches and Modems are redundant. If one of these types of devices fails, it does not adversely affect the other paired device. Therefore, the system continues in an operational mode and the device can be replaced with a spare without causing an outage of the entire system.

In a single PSAP design, servers are deployed in a redundant pair eliminating the Single Point of Failure (SPOF) with respect to a server failure. In a Geographically-diverse Federated deployment (multiple hosts), CallWorks will deploy another ‘redundant’ pair of servers versus separating the redundant pair from the single PSAP design and creating a SPOF at either PSAP. CallWorks also can deploy an expanded Geographically-diverse Federated design, whereby redundant server deployments can be implemented in other locations to enhance redundancy and diversity or substantially build out the system creating a virtually unlimited scalability.

**Virtual Operator** - CallWorks supports and excels at the Virtual PSAP Operator position capability. Users are members of groups that have distinct capabilities and resources. CallWorks allows any configured operator position within the network to securely access the system in a Virtual PSAP environment where login would place virtual positions into a group of operators specific to that of a specific PSAP as required. Operators from one PSAP may login to another PSAP and based upon login ID and password would appear as an operator at their home PSAP. The Virtual PSAP capability is provided as a natural function of its client software free design. The CallWorks solution does not require any software to be installed or any configuration to be stored on the workstation. Since the client is implemented in lightweight web services technologies using HTML 5 and JavaScript, the client and all settings are able to be loaded entirely from the server. The quick loading of our super lightweight client allows the system to load everything fresh each time the User logs into the system, including mapping. This means
that all settings and configuration follow the User anywhere in the network automatically and without effort.

**Remote Monitoring** - CallWorks Remote Monitoring uses custom remote utilities for monitoring, diagnosing, troubleshooting, and repairing many of the errors known or unknown to a PSAP. Remote Monitoring is responsible for analyzing, repairing, and running reports in a real-time and remote configuration. The CallWorks system also includes an integrated 'Reverse VPN' solution which automatically establishes a secure and encrypted connection to its configured management and monitoring server. Remote Monitoring provides the following services:

- 24/7/365 monitoring of all servers, workstations, LAN components, operating systems, application systems, and many other SNMP/IP compliant devices on the network.
- Alarm notification to first level CallWorks support should an alarm threshold be exceeded.
- Remote troubleshooting tools to diagnose hardware and software problems.
- Performance monitoring of network and computer components.
- Ability to remotely control monitored workstations and servers to allow for real-time viewing and the ability to make system changes.

**Command Center Software Suite** - Motorola Solutions delivers an entire software suite that seamlessly integrates captured information through every stage of the workflow end-to-end (e.g. from call to case closure). Motorola Solutions helps you and your team to work smarter and more efficiently providing users across your operation with a unified, intuitive experience and intelligent capabilities designed specifically for the needs of their jobs. Motorola Solutions continues to develop and expand integration between our solutions portfolio (MCC 7500, MCC 5500, Spillman, PremierOne, CallWorks, CommandCentral, etc.). This will include a single sign-on experience, development of a common map across our Command Center Software suite, better integration of dispatch with our call taking and radio products. This is providing customers who use one, several or all our systems to be able to take full advantage of the integrated enhancements.
SECTION 2
SYSTEM DESCRIPTION

2.1 OUR VISION IS THE NEW 9-1-1 REALITY

CallWorks is proud to offer a comprehensive Next Generation public safety solution that provides users with the confidence and peace of mind that comes from the knowledge that they are dealing with highly respected and experienced leaders in 9-1-1 call taking and dispatch solutions. CallWorks works closely with its customers to exceed expectations and to ensure the delivery and approach they require.

The challenges ahead will not end with Next Generation 9-1-1. Unfortunately, many vendors that you rely on today would have you believe that simply installing a Voice over Internet Protocol (VoIP) solution prepares you for NG9-1-1. CallWorks knows this is not the case. At CallWorks, we are not content to simply keep up with existing standards and follow current trends. With our products, CallWorks not only seeks to anticipate the next steps in NG9-1-1, but to also shape the future of the industry. When you select CallWorks, you are getting a partner with a far-reaching vision and innovative products that go beyond the defined standards to deliver real value, immediate benefits and a lower total cost of ownership.

The CallWorks proposal provides a complete solution that:

- Is designed to industry standard(s) including the NENA i3 standard with on-going support and known total cost of ownership for the desired contract term.
- Provides a redundant and highly available foundation for NG9-1-1 that is designed to support core i3 functionality, both now and in the future. CallWorks guarantees on-going i3 compliance for 9-1-1 Call Taking CPE. Redundant standard i3 connections to the ESI net per Host site is included.
- Is remotely monitored, secure, resilient, and resistant to cyber-attack and penetration.
- Provides the ability to remotely monitor, manage and support the systems on a 24/7/365 basis.
- Is able to support and integrate with interim SMS Text-to-9-1-1 solutions as well as native NGCS i3 standards.
- Provides increased fault tolerance, reliability, resiliency and disaster recovery through Redundant system designs.
- Provides clear demarcations of responsibility and accountability in the handling of all traffic related to an emergency request originating from the public and delivered to a PSAP via the NG9-1-1 ecosystem.
2.2 PROPOSED SYSTEM

CallWorks proposes an all-inclusive, Single Back Room NG9-1-1 Call Handling platform delivered over dedicated engineered Local Area Network.

The CallWorks CallStation platform is designed and delivered to allow migration to full i3 support and transition to a future Core Routing capability.

The proposed system includes hardware, software and services to support the CallStation platform and migration to NG Core Routing for i3 compliance as Evanston Police Department moves forward. Existing CAMA and ALI circuits will be utilized initially to manage call ingress ANI/ALI services to the PSAPs.

2.2.1 Summary of Offer

CallWorks proposes an all-inclusive, NG9-1-1 Call Handling platform.

- (5) CallStation Call Handling positions
  - Each position is equipped with a Dell Workstation, dual 24” LCD Wide Screen Monitors, a VoIP phone, AIU for radio integration, and Genovation keypad
  - (5) full licenses
- (16) FXS Ports for CAMA Trunks (includes room for growth)
- (4) FXO Ports for Admin Lines (includes room for growth)
- (1) 4-port FXO gateway for (1) external ringdown lines coming for Northwestern University
- (2) ALI modems
- Equipment cabinet UPS
- (1) Printer
- SIP Trunk Interface from CallWorks 9-1-1 to customer provided PBX
- SMS MSRP TCC Connectivity access license for a direct connection to a TCC. Customer is responsible for the TCC text service and connectivity costs.
- Spares included for mission critical equipment
- Designed to support up to fifty (50) concurrent Call Taker positions
- Basic GIS management services to support the hosted Mapping capabilities in call handling
- Utilization of the integrated CallWorks Mapped ALI solution to see calls ringing into the PSAP before answer with integrated call control, offered at no cost. If RapidSOS is implemented, RapidSOS coordinates display as a supplemental source to the traditional ALI
data. Customer must supply a complete ESRI-based GIS formatted map (shapefile) thirty to sixty days prior to on-site system installation.

- Serial Interfaces to CAD, Mapping, LTR, other as required
- Support for NGCS i3 based Text-to-9-1-1
- NG9-1-1, i3 core functions and capabilities for future ESInet deployment. Redundant standard i3 connections to the customer provided NGCS / ESInet per Host site is included.
- Call management and reporting services
- Data collection and reporting services on all 9-1-1 transactions
- Continuous workstation performance monitoring and enterprise workstation antivirus protection
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term, no surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by CallWorks and Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of the systems for contract term

### 2.2.2 Equipment List

Below is the equipment list that details the end user hardware proposed.

#### 2.2.2.1 Primary PSAP
<table>
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<tr>
<th>Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>PDU, APC Rack Mount, Horz., 8 ports</td>
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**TOTAL** $169,644.00
2.2.3 System Diagrams

2.2.3.1 Standalone PSAP Design

2.2.3.2 Local WAN Detail
2.2.3.3 Typical Rack Design

![Typical Rack Design Diagram]

Note: Specific equipment models may vary.

2.2.3.4 PBX Integration Detail

![PBX Integration Diagram]

Note: SIP and PRI interfaces provide basic call origination and termination between systems with modest extension-to-extension dialing. Exact interface capabilities require operational workflow and 3rd party technical evaluation and consult by CallWorks Solutions Engineering prior to final design agreement.
2.3 ARCHITECTURAL AND SYSTEM OVERVIEW

In Public Safety, the 9-1-1 Public Safety Answering Point (PSAP) is charged with answering 9-1-1 calls from the Public, and rapidly dispatching appropriate resources to an emergency. There are two basic processes involved -- call taking and dispatching. In some cases, these tasks are handled at separate positions, but in many installations, a single operator handles them. CallWorks supports call taking and dispatch functions from any position or distributed as required. The browser-based, redundant and High Availability architecture of the CallWorks system allows for centralization and integration of server applications, VoIP switching and the database, while allowing extensive remote access without the burden of excessive implementation and cost. For larger or regional initiatives, the system is extensible over a network in Geo-diverse/Federated configurations as well as centralized hosting.

2.3.1 Call Taker Position

The Call Taker answers the initial 9-1-1 call. The telephone network provides the PSAP with Automatic Number Identification (ANI) via CAMA based PSTN connections and Automatic Location Information (ALI) in a data stream. With the CallWorks system, this information is automatically displayed, and incident processing is initiated as required.

Once location information is displayed (ALI data), the CallWorks system provides integrated map location information, hazard information, premise information, location and call histories and more to the Call Taker. This data greatly enhances the Call Taker’s capability to develop a more informed and precise line of questioning and to determine the exact location of the emergency, the nature of the incident, persons involved, and to assess the danger of the situation. Once this information has been collected and entered, the dispatch process is initiated or passed to a third-party CAD system if using a 9-1-1 only system configuration.

2.3.2 CallWorks Architecture

2.3.2.1 Software

Operating System: The operating system for CallWorks is LINUX.

Database Engine: CallWorks Java based applications operate with MySQL RDBMS.

Map Engine: CallWorks is fully integrated with MapServer utilizing ESRI-based GIS formats. CallWorks creates an SQL geo file from the ESRI data as required. Map tiles are cached for speed.

Reporting: CallWorks includes standard call, CAD, ACD, and many other reports and ad-hoc capability via DecisionStation and created with Jasper Reports.

Interface Systems: CallWorks includes a message engine capable of interfacing to e-mail, SMS, remote printing, remote VoIP sets with ALI, radio, and RMS systems as required.
Virus Protection: CallWorks includes enterprise workstation antivirus protection software providing real-time status updates and alerts to ensure maximum security across the network. Continuous antivirus protection and quick scanning of critical workstation system areas provides complete endpoint protection from dangerous attacks and malicious software.

2.3.2.2 System

The basic architecture of the CallWorks system consists of the CallWorks Java Message back-end (CallWorks Domain), MapServer and its dependencies, CallWorks distribution of the Asterisk VoIP Engine, CallStation application server and the relational database management system (RDBMS). The CallWorks client (Firefox browser) connects to the CallWorks Domain, which acts as a Web browser for passing messages via TCP/IP connected to the RDBMS through Java.
2.3.3 System Requirements

2.3.3.1 Workstation

Hardware Requirements (CallWorks or customer hardware and software provided)
- Modern Workstation PC
- Dual or Quad Video with accelerated graphics
- 8 GB RAM
- General purpose hard drive
- Dual NIC (optional)
- USB Keyboard and Mouse
- 22-inch or 24-inch Wide Aspect Monitors (22-inch is recommended)

Software Requirements
- Windows Operating System, current shipping release
• Firefox Extended Support Release (ESR)

2.3.3.2 Server

**Hardware Requirements (CallWorks hardware and software provided)**
- Dual Dell HA Server
- Dual Quad Core Processors
- 16 GB RAM
- Dual Hot Swappable Power Supplies
- Dual Hot Swappable Fan Assemblies
- Raid 5 Controller
- Quad Gigabit NIC
- IMPI Hardware Monitoring and Management

**Software Requirements**
- openSUSE Operating System
- MySQL RDBMS
- CallWorks Application Platform

2.3.3.3 External & Environmental

Dedicated High Speed Internet Access via customer provided broadband connectivity.

2.3.3.4 Electrical

The CallWorks system requires a NEMA L5-30R twist locking receptacle(s) which provides 120 Volt peak AC power on a 30 Amp circuit. The system can support one or two receptacles per host site, depending on whether redundant electrical circuits are available.

2.3.4 High Level System Overview

The diagram below depicts the basic view of the system installed in a generic environment with some CallWorks Domain connectivity for further clarification. All that is required at the workstation is a Firefox browser. There are no OS or driver dependencies between the Call Taker workstation and the Polycom telephone or the Audio Control Unit (AIU).
2.3.5 High Level Workstation Overview

The diagram below depicts the basic installation options for the Call Taker workstation in a generic PSAP environment. Please note that the Local Area Network is connected to all devices including the Workstation itself, the VoIP telephone and the headset interface unit (AIU). All CallWorks devices are IP enabled and managed via IP. The VoIP telephone and the AIU are also Powered Over Ethernet (POE) to eliminate messy power supplies and adapters.
2.3.6 High Level VoIP Telephone Overview

CallWorks provides an ALI screen on the Polycom VoIP Telephone that serves as an excellent backup or for use in secondary PSAP positions or remote transfer points as needed. Tandem transfers are also active from this capability.

The PolyCom VoIP phone sets have the following basic features:

- ALI Subset – On Screen Support
- Tandem Transfer
- Hold
- Mute
- Do Not Disturb
- Transfer
- Conference
- Speakerphone
- Speed Dial
- Contact Directory
- Flexible Ring Tones per line group
- Supports Basic Admin Telecom needs
2.4 CALLSTATION OVERVIEW

CallStation is CallWorks’ comprehensive application for providing receipt and management of emergency calls. CallStation provides call taking and management capabilities from a single screen, allowing for integration with other applications (such as CAD or mapping systems) on secondary screens. CallStation can be configured to include mapping. CallStation with Mapping provides complete call management options from the map as well as the Call Screen.

The user interface for all CallWorks applications is available via a Firefox browser and includes CallStation, DecisionStation, and AdminiStation. The 9-1-1 call taking and mapping capability is included as a standard package. Mapping can be excluded on the 9-1-1 configuration as required. Interfaces are provided to support third-party Mapping, LTR, and CAD systems as needed.

CallStation Feature Highlights:
- Multi-User, Multi-Agency Capability
- Intelligent Command Line and Right-click Status Management
- Legacy 9-1-1 (CAMA) and Administrative Call Taking
- i3 Next Generation Compliant via “SipWorks”
- ESInet (NENA Standard i3 Interface)
- Select 3rd Party Variations
- Integrated TDD and IRR
- Full SMS Handling Capabilities
- NENA-Compliant Workstation
• Easy-to-Use Browser Technology and Graphical User Interface with a Choice of Three Color Schemes
• Integrated VoIP Switch
• Standard Interfaces for Time Sync, Printing, Reports, CAD, IP Recording and RMS Outputs
• Remote VoIP Phone Only Capability with ALI via “SipStation”
• Web Portal for Real-time Data Views and Call Detail Reporting

Includes AdminiStation Data Management Utility
− Browser-based Remote Administration Tool
− Account-based Access and Privileges
− Database Administration

Includes DecisionStation Dashboard Utility
− Real Time “At-a-Glance” Status of Calls, and More
− Enhances Situational Management
− Improves Operational Analysis
− Easy-to-Use Browser-based Reporting
− Predefined Reports Included for Immediate Use
− Smartphone Support – customer must procure VPN for secure access to CallWorks System

The following sections provide an overview of various components of call taking, mapping, administrative, and reporting features provided by CallWorks systems.
CallStation Softphone Tab with Dark Color Scheme
2.4.1 Call Screen Components

- **Softphone** - The Softphone displays detailed information on all active calls and provides full call management capability. The information provided on active calls includes the User ID of the managing Call Taker, call status (e.g. Ringing, On Hold, Transferred, Abandoned, etc.), duration, type (e.g. inbound, outbound, SMS), caller name, ANI provided callback number, and Pre ALI data. Adjacent to each call in the Softphone is a status light, which conveniently indicates call status according to color (e.g. red for Ringing, green for Connected, blue for Abandoned, black for Transferred etc.). Additionally, the Softphone features transfer/speed dial buttons (Softphone Buttons). Softphone Buttons are created and managed from AdminiStation by authorized users. The Softphone also features call indicators which specify whether a call is connected, being recorded, deafened, or a TDD call. A configurable option sorts active calls in two distinct lists; My Calls and Group Calls. My Calls contains calls the Call Taker is participating in and Group Calls displays all calls active for the Dispatch Group(s) the Call Taker is a member of. This capability provides a higher degree of situational awareness of activity within the agent’s group and/or call center.

- **Abandoned** – The Abandoned displays abandoned calls for the groups of which the user is a member and provides for redialing and clearing of abandoned calls. As a configurable option, abandoned calls can be displayed in the Softphone call table.

- **Line Organizer** - The Line Organizer displays detailed information on all phone lines and the call activity on each. Provided line information includes the line ID, User ID of the Call Taker managing the call on the line, line status (e.g. Idle, Active, etc.), duration of the call on the line, line type (e.g. E9-1-1, administrative, e7digit, etc.), caller name, ANI provided callback number, and Pre ALI information. The Line Organizer features a separate sub-tab for each line type (e.g. E9-1-1, e7digit, administrative, etc.), as well as the All Lines Sub-Tab. Full call management options are available from the Line Organizer. As in the Softphone Tab, the Line Organizer features status lights which indicate call state (e.g. red for Ringing, green for Connected, black for Transferred, etc.) of the call on each line.

- **Directory** - The Directory contains all contacts and serves an important role in transferring and conferencing calls. The configuration of the Directory is managed from AdminiStation. Directory entries are organized by type (e.g., Law Enforcement, Fire, EMS, etc.). Each entry type is contained in a separate sub-tab. The entire Directory is included in the All Sub-tab. The Directory automatically opens whenever a user selects the Conference/Transfer option, allowing the user to quickly select the entry to which to transfer or add to the call. The Directory also features Directory Buttons. Similar to the Softphone Buttons, Directory Buttons serve as single-click speed dial/transfer buttons.

- **Call Logs** - The Call Logs display detailed information on the inbound and outbound call history of the last twelve or twenty-four hours, depending on system configuration. Call may be filtered by workstation user or Dispatch Group of which the user is a member. Call history information includes call ID, line ID, call status, call type (e.g. E9-1-1, e7digit, administrative, etc.), ANI provided callback number, ALI information, and the date and time at which the call came in. Right-clicking on a call in the Call Logs provides options to Review, Redial, and Playback.
- **Dial Pad** - The Dial Pad serves as a virtual phone for managing calls. The number of the call being managed is automatically displayed in the Dial Pad screen. Several call management options are available from the Dial Pad, including Clear, Redial, Dial, Hold, Answer, Mute, Release, Conference/Transfer, etc.

- **Event Tab** - The Event Tab displays a log of activity for each call and incident, providing users with an up-to-the-second management history. The Event Tab also features the Command Line Console (CLC). From the CLC, users may enter system commands to manage calls, and open other applications such as AdminStation and DecisionStation, etc. Examples of CLC commands include AC (Answer Call), SD (Show Directory), and more.

- **Telecom Tab** - The Telecom Tab features the TDD, Playback and Greetings Sub-tabs. From the TDD Sub-tab, users can communicate with TDD callers. Included in the TDD Sub-tab is the TDD Auto drop-down list, featuring a wide variety of predefined TDD messages (e.g. “9-1-1, What is your emergency?”, “What address to send help?”, etc.). Predefined Messages generally save critical time when managing a TDD emergency call. Predefined Messages are created and managed from AdminStation. From the Playback Sub-Tab, users may playback recordings of live calls and calls stored within the Call Logs. The Greetings Sub-Tab allows users to record post answer greetings for specified line types (for example, E9-1-1, 7-Digit Emergency, and Admin).

- **SMS Tab** – The SMS Tab provides for the receipt and management of SMS calls. An incoming text message appears in the call table as ringing. “SMS” is displayed under the type column, indicating the caller is texting 9-1-1. To view the SMS and respond, the Call Taker must simply “answer” the call. Once the call has been answered, the SMS Tab opens displaying the text received, and allows messages to be sent and the text conversation viewed. SMS calls can be answered, transferred (On-Net), and released. Additionally, an SMS drop-down list containing predefined messages may be used to quickly respond to the caller.

- **Instant Message Tab** - From the Instant Message Tab, connected users may communicate with other users and entire Dispatch Groups, allowing for quick and simple coordination and information sharing.

- **System Menu** - The System Menu provides access to AdminStation, DecisionStation, and Status Monitor for authorized users, as well as Log Out. The Print Call Detail is a configurable option to print the information currently displayed in the ALI Results tab of the Call Window. Themes allow individual users to choose a light, medium, or dark color scheme for the Call Screen interface.

- **Action Menu** - From the Actions Menu, users may open the Event Tab, Instant Message Tab, ALI Dialog, Map, Save Default Map View, specify Location Format (format options include Decimal Degrees or Deg/Min/Sec), and Reset Softphone Table Sorting.

- **Help Menu** - From the Help Menu, users may view product version number and open the online user manual.

- **Network Connection Status Notification** - Located in the upper right corner of the Call Screen is the Connection Status Notification icon. This component reflects the current state of the network connection. The application automatically attempts to reestablish the network connection when delays are experienced.

- Connection Status Notifications include:
- Network Status Normal
- Network Connectivity Slow
- Retrying Network Connection
- Network Connection Failed. Contact Network Administrator
- The messages that accompany connection statuses are configurable, allowing for the display of site-specific instructions or procedures.

- **Call Window** - The Call Window displays detailed information on calls including ANI, ALI, and Telephony data. Telephony data includes Class, Trunk ID, ESN, Confidence and Uncertainty for wireless calls (if available from ALI), Type, Telco ID, and more. Additionally, when a CallWorks system is configured with the RapidSOS integration and RapidSOS location data is available for an inbound wireless 9-1-1 call, it is displayed in the ALI Results tab. From the Call Window, ALI information may be manually entered if ALI is unavailable or incorrect. The Call Window also displays Call History (past calls from the same phone number), Location History (past incidents associated with the same address) and associated prior Knowledge text or files (for example, building floor plans, premise information, and other vital information).

- **Request Window** – The Request Window serves as a tool to aid in issuing service requests (for example, towing, private medical transporting, and so on) to Service Providers that can assist with incident response. The Service Request feature includes provider recommendations. The CallWorks system tracks provider assignments separately for each service category so that future recommendations may be made fairly, in a rotational manner.

- **Dial Window** – The Dial Window provides access to additional Softphone Buttons. The Dial Window displays all the Softphone Buttons configured for the Dispatch Groups of which you are a member.

### 2.4.2 Map Screen Components

- **Task Bar** - The Task Bar features a variety of helpful, easy-to-use mapping features. Features include Grab, Rubber Zoom, Measure, Default Map View, Zoom In, Zoom Out, Pin, ESN Toggle, and Map Search.

- **Zoom Slider** - The Zoom Slider is an additional tool for adjusting zoom level.

- **Map Legend (Layer Controller)** - The Map Legend (Layer Controller) allows users to select the layers that will be displayed on the map. Map Layer options are configurable. Examples of available options include Fire Stations, Fire Hydrants, Landmarks, Addresses, Major Roads, Streets, Buildings, Hydrology, ESN, Orthos, etc.

- **Distance, Location, Scale** - The Distance Box is used in conjunction with the Task Bar Measure feature and displays the distance between selected points on the map. The Location Box displays, depending on the specified location format, either the latitude and longitude or Deg/Min/Sec of a selected location. The Scale Box displays the current map scale in miles or feet.

- **MapView Zoom** - The MapView Zoom feature allows users to quickly change the area of the map being viewed. A mini-map is displayed in the MapView Zoom Box, with a small red box indicating the portion of the Map currently displayed. Dragging the red box to the...
desired area on the mini-map will cause the full map image to correspondingly shift to the selected area.

- **Map Icons** - All deployments using mapping will display call icons at the location of from which the call is coming. The color of a call icon indicates call status (red for ringing, green for connected, blue for abandoned, etc.). The call icon indicates if it is a landline, wireless, VoIP, TDD/TTY, or SMS (provided MSRP (Message Relay Protocol) is in place) call. Right-clicking on a call icon displays full call management options.

- **Uncertainty Circles** - An uncertainty circle will surround an incoming wireless call whose ALI results report confidence and uncertainty, marking the area from which the call is being made. Above the uncertainty circle will be a percentage, reflecting the degree of confidence that the call is coming from within the area covered by the uncertainty circle.
  - **RapidSOS Uncertainty Circle** - When a CallWorks system is configured with the RapidSOS integration and RapidSOS location data is available for an inbound wireless 9-1-1 call, a RapidSOS uncertainty circle may be displayed in addition to the ALI uncertainty circle. Displayed in red with dashed red lines, the RapidSOS uncertainty circle surrounds the area of the RapidSOS reported position.
2.4.3 Call Management Options from the UI or Polycom

The CallWorks system features a robust set of options for managing calls and SMS. Calls may be managed from various components in the user interface including the Softphone, Dial Pad, Line Organizer, Map, and the Event Tab. SMS conversations are managed from the SMS Tab.

**Call Management Highlights:**
- Answer
- Redial
- Silent Monitor
- Barge-In
- Override
- Mute/Unmute
- Deafen/Undeafen
- Hold/Unhold
- Conference/Transfer
- Conference Release
- TDD Challenge
- Retry ALI
- Center on Map
- View Details
- Playback
- Review

Users with appropriate access privileges may monitor all active calls from the Active Call monitor of DecisionStation. Information provided in the Active Call Monitor includes call ID, trunk ID, managing Dispatch Group, user ID, workstation position, ring start time, answer time, delay (time elapsed between ring start and answer time), ANI, location, class, and call duration.

Detailed information on all calls is also available from the Active and Closed Calls Tabs of the DecisionStation Dashboard. The DecisionStation collection of reports provides further information on calls in the CallWorks 9-1-1 & Phone System Summary Reports.

Many of the call management options available from the UI are also available from the Polycom. From the Polycom, calls may be answered, released, returned, placed on hold, transferred, and more. The Polycom features an extensive directory that includes administrative contacts as well as all contacts with an associated tandem transfer code. Directory entries with associated tandem transfer codes are, by default, loaded as speed dial buttons.

2.4.4 SMS Call Management

The CallWorks system provides the receipt and management of 9-1-1 text (SMS) calls. SMS calls are handled using the same methods for Voice 9-1-1 calls when answered, released and transferred (On-Net).
An audible alert is issued when an incoming text message appears in the Softphone Call Table as ringing. SMS is displayed under the type column, indicating the caller is texting 9-1-1. Additionally, the Call Window displays the ALI Results (if available), any prior Knowledge, Call History, and/or Location History associated with the SMS caller’s number and/or location. A SMS call icon will display on the map at the location from which the call is coming from provided MSRP (Message Relay Protocol) is in place.

When the SMS call is successfully answered, the SMS Tab opens displaying the inbound SMS text. The SMS tab on the Call Screen is dedicated to inbound and outbound messages sent and received. From the SMS Tab, the user can send messages and view sent and received SMS messages.

SMS calls may be transferred internally (On-Net) to Dispatch Groups and are transferred in a method similar to voice transfers. The Event Log displays the log of the SMS conversation and any actions taken on the SMS call.

When an SMS call is completed, it is released and removed from the Softphone Call Table and the SMS Tab. A released SMS call remains stored in the Call Logs for a configurable amount of time. SMS calls may be released using the same methods for releasing a regular call from the application.

Active Call Switching allows the user to continue to take and manage voice calls while participating in SMS calls. With Active Call Switching, Call Takers can manage one voice call and one or more SMS calls at the same time. Other actions on a SMS call are available such as, Redial, Retry ALI, Center on Map, Override (take control of SMS call), and View Details.

A configurable option in CallWorks cleans up SMS calls that have been idle for a specified amount of time. If there has been no activity from the SMS caller in the specified amount of time, the SMS call is released.

A log of the conversation with details such as the phone number, answer time, release time and more are stored in DecisionStation.

2.4.5 Automatic Call Distribution (ACD)

The CallWorks system provides a no cost configurable Automatic Call Distribution (ACD) capability including queue statistics reporting as an integral part of the solution. The customer can choose to use this capability or not. CallWorks has built a modular ACD system with pluggable support for various queue disciplines. Examples of currently supported queue disciplines include Round Robin and Longest Idle. Queues allow the customer to define whatever combination of skills and capabilities for any particular group of users are necessary. The CallWorks solution supports an unlimited number of queues per user group.

The CallWorks system displays a sorted (by priority, state, and duration) list of Calls per ‘Dispatch Group’. Even if all Call Takers are busy on calls, they will receive visual indication of additional, potentially higher-priority, and waiting calls. Users can optionally be provided with audible and visual notification of additional calls waiting through the SIP end-point. Each ACD Call Taker’s
status is visually displayed in CallStation and recorded in the DecisionStation reporting solution. ACD Call Taker statuses include Ready, Not Ready, On ACD Call, On Call, Wrap Up, Holding Call, Off Hook, and Unavailable. A call is delivered to an available Call Taker using one of two configurable methods; Auto Answer with Zip Tone or Ring One.

CallWorks offers automated queue assignment for abandoned calls for its ACD system. This configurable feature ensures that all abandoned calls are accounted for and automatically assigned and redialed in a timely manner.

2.5 ADDITIONAL CALLWORKS COMPONENTS

2.5.1 AdminiStation

AdminiStation is CallWorks’ browser-based administrative system configuration management application. From AdminiStation, system administrators, maintenance staff, supervisors, and other authorized personnel may quickly and easily manage much of the data used in the system such as directory entries, users, predefined TDD and SMS messages, and much more.

AdminiStation Feature Highlights:

- Directory configuration management. Create new and modify existing Call Destinations, Tandem Transfer Codes, Phone Numbers, Directory Entries, and more.
- Create and manage transfer/speed dial buttons.
- Set up a distinct ordering of transfer/speed dial buttons and directory entries for each Dispatch Group or collection of Dispatch Groups.
- Add and manage PSAP and agency users. Assign users to specific dispatch groups, specify account access privileges, and more.
- Create a database of Common Places (e.g. schools, hospitals, shopping centers etc.).
- Create automatic email and/or email to text notifications to alert selected recipients of service request status updates.
- Send Global Announcements to one or more Dispatch Groups. The text of the announcement shows up immediately on all connected users’ screens.
- Create predefined messages for use in TDD and SMS calls that can save valuable time.
- Compile a Prior Knowledge database, uploading useful files such as building floor plans or premise information for key locations and phone numbers.
- Create and manage Service Request Categories (e.g. towing and wrecker services, locksmith, medical transporting, etc.) and Providers.
- Mine and export detailed call data.
- Schedule auto-generation and delivery of DecisionStation reports on a daily, weekly, or monthly basis.

The following screenshots display various components of the AdminiStation user interface.
AdminStation Directory Tab

AdminStation Reports Tab

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AdminStation Predefined Messages
AdminiStation Users Tab
2.5.2 DecisionStation

DecisionStation is CallWorks’ management information system (MIS), providing access to detailed, exportable call, and user records and reports. In addition to reports, DecisionStation features active call monitoring and call playback.

DecisionStation Feature Highlights:

- **Active Call Monitor** displaying detailed information on current calls including Call Status, Call ID, Trunk ID, managing Dispatch Group and User, Workstation Position, Ring Start Time, Answer Time, ANI data, Location data, Call Class, Type, and more.

- **Thorough, exportable reports:**
  - 9-1-1/Phone System Reports including 9-1-1 Basics, Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk & Line Type, Calls by Position, 9-1-1 Call Answer Time, Calls by Class of Service, Calls by Employee, Call Summary, Calls by Hour & Day, Call Statistics per Hour, Dispatch Group Transfer Statistics, Agent Status by Hour (ACD), Call Statistics per Hour - (Averages/Totals), Calls by Day – (Averages/Totals/Distribution), Call Queue Time, Off-Net Transfers, and Agent Overview
  - Other Reports including ALI Errors and User Log In and Out Times

- **Dashboard** providing access to detail records on Active and Closed Calls, Active Users, Lines, Requests, Links, and more.

The following screenshots display various components of the DecisionStation User Interface.
### DecisionStation Dashboard - Active Calls

<table>
<thead>
<tr>
<th>CALL ID</th>
<th>TYPE</th>
<th>STATUS</th>
<th>CREATED ON</th>
<th>USER</th>
<th>DISPATCH GROUPS</th>
<th>PSAP ID</th>
<th>POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
<td>Outbound</td>
<td>Ringing</td>
<td>08/09/2016 10:13:28</td>
<td>amiller</td>
<td>dispatchGroup1</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>1955</td>
<td>Inbound</td>
<td>Abandoned</td>
<td>09/09/2016 15:50:20</td>
<td></td>
<td>dispatchGroup1</td>
<td>BLSO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

---
DecisionStation Dashboard - Closed Calls
Evanston Police Department, Illinois
June 28, 2019

CallWorks Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions Confidential Restricted System Description 2-37

DecisionStation Dashboard – Requests

<table>
<thead>
<tr>
<th>ID</th>
<th>CATEGORY</th>
<th>PROVIDER</th>
<th>ADDRESS</th>
<th>LAST STATUS</th>
<th>CREATED ON</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>Light Tow</td>
<td>Hall Towing Co.</td>
<td>603 CASHION RD</td>
<td>Accepted</td>
<td>11/15/12 14:00</td>
</tr>
<tr>
<td>45</td>
<td>Light Tow</td>
<td>Hall Towing Co.</td>
<td>603 CASHION RD</td>
<td>Accepted</td>
<td>11/15/12 13:43</td>
</tr>
<tr>
<td>44</td>
<td>Light Tow</td>
<td>Hall Towing Co.</td>
<td>30 SPRIGGS AVE</td>
<td>Canceled</td>
<td>11/15/12 13:32</td>
</tr>
<tr>
<td>43</td>
<td>Medical</td>
<td>First Response Ambulance Service</td>
<td>2 MAIN ST</td>
<td>Canceled</td>
<td>11/15/12 13:11</td>
</tr>
<tr>
<td>42</td>
<td>Heavy Tow</td>
<td>Central Towing Service</td>
<td>30 SPRIGGS AVE</td>
<td>Pending</td>
<td>11/15/12 11:50</td>
</tr>
<tr>
<td>39</td>
<td>Heavy Tow</td>
<td>Jones Towing Company</td>
<td>238 LYNNBURG HWY</td>
<td>Pending</td>
<td>11/15/12 11:01</td>
</tr>
<tr>
<td>38</td>
<td>Heavy Tow</td>
<td>Central Towing Service</td>
<td>238 LYNNBURG HWY</td>
<td>Pending</td>
<td>11/15/12 10:24</td>
</tr>
<tr>
<td>36</td>
<td>Medical</td>
<td>Karn Tow</td>
<td>312 BILL EDDE RD</td>
<td>Accepted</td>
<td>11/14/12 11:23</td>
</tr>
<tr>
<td>35</td>
<td>Medical</td>
<td>Life Line Ambulance Inc.</td>
<td>312 BILL EDDE RD</td>
<td>Pending</td>
<td>11/14/12 11:14</td>
</tr>
<tr>
<td>34</td>
<td>Medical</td>
<td>First Response Ambulance Service</td>
<td>10 MAIN ST</td>
<td>Accepted</td>
<td>11/14/12 10:30</td>
</tr>
<tr>
<td>33</td>
<td>Heavy Tow</td>
<td>Karn Tow</td>
<td>2 MAIN ST</td>
<td>Pending</td>
<td>11/14/12 10:34</td>
</tr>
<tr>
<td>32</td>
<td>Light Tow</td>
<td>Hall Towing Co.</td>
<td>312 BILL EDDE RD</td>
<td>Accepted</td>
<td>11/14/12 10:29</td>
</tr>
<tr>
<td>31</td>
<td>Light Tow</td>
<td>Scrapper Inc.</td>
<td>2554 BUCKEYE LOOP</td>
<td>Accepted</td>
<td>11/13/12 17:10</td>
</tr>
<tr>
<td>30</td>
<td>Heavy Tow</td>
<td>Karn Tow</td>
<td>2 MAIN ST</td>
<td>Canceled</td>
<td>11/13/12 14:37</td>
</tr>
<tr>
<td>29</td>
<td>Medical</td>
<td>Karn Tow</td>
<td>2 MAIN ST</td>
<td>Closed</td>
<td>11/12/12 14:09</td>
</tr>
<tr>
<td>28</td>
<td>Medical</td>
<td>First Response Ambulance Service</td>
<td>2 MAIN ST</td>
<td>Closed</td>
<td>11/12/12 14:09</td>
</tr>
<tr>
<td>27</td>
<td>Medical</td>
<td>Life Line Ambulance Inc.</td>
<td>100 MAIN ST</td>
<td>Closed</td>
<td>11/12/12 13:37</td>
</tr>
<tr>
<td>24</td>
<td>Heavy Tow</td>
<td>Jones Towing Company</td>
<td>4 MAIN ST</td>
<td>Closed</td>
<td>11/12/12 13:27</td>
</tr>
<tr>
<td>23</td>
<td>Light Tow</td>
<td>Karn Tow</td>
<td>2 MAIN ST</td>
<td>Closed</td>
<td>11/12/12 10:37</td>
</tr>
<tr>
<td>22</td>
<td>Light Tow</td>
<td>Scrapper Inc.</td>
<td>2 MAIN ST</td>
<td>Pending</td>
<td>11/12/12 10:29</td>
</tr>
</tbody>
</table>
### Call Summary

**Test #8 County, AL**

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-1 Calls</td>
<td>517</td>
</tr>
<tr>
<td>Answered 9-1-1 Calls</td>
<td>271</td>
</tr>
<tr>
<td>Answered 9-1-1 Text Calls</td>
<td>7</td>
</tr>
<tr>
<td>Abandoned 9-1-1 Calls</td>
<td>232</td>
</tr>
<tr>
<td>7-Digit Emergency Calls</td>
<td>1</td>
</tr>
<tr>
<td>Answered 7-Digit Emergency Calls</td>
<td>0</td>
</tr>
<tr>
<td>Abandoned 7-Digit Emergency Calls</td>
<td>1</td>
</tr>
<tr>
<td>Admin Calls</td>
<td>1</td>
</tr>
<tr>
<td>Answered Admin Calls</td>
<td>0</td>
</tr>
<tr>
<td>Abandoned Admin Calls</td>
<td>1</td>
</tr>
<tr>
<td>Outbound Calls</td>
<td>281</td>
</tr>
</tbody>
</table>
### Calls by Position

#### Test #6 County, AL

<table>
<thead>
<tr>
<th>Position</th>
<th>9-1-1 Voice</th>
<th>9-1-1 Text</th>
<th>7-Digit Emergency</th>
<th>Admin</th>
<th>Outbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>14</td>
<td>181</td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>70</td>
</tr>
<tr>
<td>15</td>
<td>10</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
</tbody>
</table>

![Calls by Position Graph](image-url)

- **Outbound**
- **Admin**
- **7-Digit Emergency**
- **9-1-1 Text**
- **9-1-1 Voice**
9-1-1 Calls by Class of Service
Test #8 County, AL

Start Date: 2016-08-01  Shift Start: –
End Date:  –  Shift End: –
Dispatch Groups: –

<table>
<thead>
<tr>
<th>Class of Service</th>
<th>Answered Calls</th>
<th>Abandoned Calls</th>
<th>Total Calls</th>
<th>% of Total</th>
<th>% Wireless</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSN</td>
<td>20</td>
<td>6</td>
<td>26</td>
<td>5.03%</td>
<td></td>
</tr>
<tr>
<td>CNTX</td>
<td>83</td>
<td>25</td>
<td>108</td>
<td>20.89%</td>
<td></td>
</tr>
<tr>
<td>PBX8</td>
<td>8</td>
<td>0</td>
<td>8</td>
<td>1.55%</td>
<td></td>
</tr>
<tr>
<td>RESD</td>
<td>57</td>
<td>24</td>
<td>81</td>
<td>15.67%</td>
<td></td>
</tr>
<tr>
<td>Unknown</td>
<td>244</td>
<td>47</td>
<td>291</td>
<td>58.25%</td>
<td></td>
</tr>
<tr>
<td>VOP</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0.19%</td>
<td></td>
</tr>
<tr>
<td>WPH2</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0.39%</td>
<td>0.39%</td>
</tr>
<tr>
<td>Total</td>
<td>414</td>
<td>103</td>
<td>517</td>
<td>100.00%</td>
<td>0.39%</td>
</tr>
</tbody>
</table>

Thu, 26 Aug 2016 15:33:51
### 9-1-1 Basics

Test #8  County, AL

<table>
<thead>
<tr>
<th>Start Date: 2019-06-01</th>
<th>Shift Start: 00:00</th>
<th>User: erubin</th>
</tr>
</thead>
<tbody>
<tr>
<td>End Date: 2019-06-24</td>
<td>Shift End: 18:00</td>
<td>Dispatch Groups: dispatchGroup1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Answered Calls:</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Answer Time:</td>
<td>00:07.7</td>
</tr>
<tr>
<td>Average Call Duration:</td>
<td>71:56.0</td>
</tr>
</tbody>
</table>

Thu, 26 Aug 2015 13:58:15  schedlewlt  Page 1 of 1
The following tables list available DecisionStation Reports and provides a brief description of each.

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CallWorks 9-1-1 &amp; Phone System Summary</td>
<td>This is a Master Call Report containing the following call reports: 9-1-1 Basics, Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk &amp; Line Type, Calls by Position, 9-1-1 Call Answer Time, and Calls by Class of Service.</td>
</tr>
<tr>
<td>9-1-1 Basics (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report includes basic call data such as the total number of E9-1-1 calls answered and the average length of the call for a user-specified time period. The report includes completed 9-1-1 inbound calls.</td>
</tr>
<tr>
<td>Calls by Line Type (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report reveals the type of phone line on which calls came in (9-1-1, 7-Digit Emergency, Admin, etc.) and includes both call counts and call statistics (such as the average answer time and total talk time). The report covers both completed and abandoned inbound calls.</td>
</tr>
<tr>
<td>Calls by Selected Answer Time (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report allows the user to select an answer time (in seconds) and view the total percentage of calls, organized by call type, that were answered within that amount of time. The report includes 9-1-1, 7-Digit Emergency, and Admin inbound calls.</td>
</tr>
<tr>
<td>Calls by Call Type (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report displays detailed information on calls, including the total number of each call type (9-1-1, Admin, 7-Digit Emergency) and the number of those that were inbound, outbound, and internal.</td>
</tr>
<tr>
<td>Calls per Trunk &amp; Line Type (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report displays the count of calls that came in on each trunk. The report covers completed 9-1-1, 7-Digit Emergency, and Admin inbound calls and is helpful in tracking the line distribution of calls.</td>
</tr>
<tr>
<td>Calls by Position (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report displays the number calls that were answered at each workstation (position). The report covers completed 9-1-1, 7-Digit Emergency, and Admin inbound calls. This report is helpful in viewing call distribution across staffed workstations and may be used as a shift report.</td>
</tr>
<tr>
<td>9-1-1 Call Answer Time (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report displays calls by Answer Time. Answer Time is the amount of time (in seconds) between the call beginning to ring and the call being answered. The report covers completed 9-1-1 inbound calls.</td>
</tr>
<tr>
<td>Report</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>Calls by Class of Service (included in CallWorks 9-1-1 and Phone System Summary)</td>
<td>This report displays inbound call counts organized by Class of Service (e.g. BUSN, CNTX, RESD, WRLS, WPH2, VoIP, MOBL, PBXB, etc.) with the total percentage for each class. Only inbound calls are included in the report.</td>
</tr>
<tr>
<td>Calls by Employee</td>
<td>This report displays individual users’ call-taking activity, organized by Line Type. The report covers completed E9-1-1, 7-Digit Emergency, and Admin inbound calls. For each Line Type, the report displays the number of calls each user answered, the percentage of the total amount of calls of that type were answered by each user, and the average time (in seconds) it took for each user to answer their calls.</td>
</tr>
<tr>
<td>Call Summary</td>
<td>This report displays the total number of calls, organized by Line Type, for the requested time period. The report covers 9-1-1, 7-Digit Emergency, and Admin calls, with separate counts for inbound, outbound, and abandoned calls.</td>
</tr>
<tr>
<td>Calls by Hour and Day</td>
<td>This report displays total call counts, organized by hour of day and day of week. The report covers all Line Types (9-1-1, 7-Digit Emergency, Admin), and all Call Types (inbound, outbound, and internal) and includes both answered and unanswered inbound calls. This report is helpful in identifying the busiest hours/days in the week and making staffing and scheduling adjustments accordingly.</td>
</tr>
<tr>
<td>Call Statistics per Hour</td>
<td>This report reveals the number of inbound calls for each hour of the day over the user-specified time period. The report covers both abandoned and completed inbound 9-1-1 calls. This report is helpful in determining how many of the total calls presented were actually answered.</td>
</tr>
<tr>
<td>Dispatch Group Transfer Statistics</td>
<td>This report displays the number and average duration of calls transferred “On-Net” (that is, from one dispatch group to another).</td>
</tr>
<tr>
<td>Agent Status by Hour (ACD)</td>
<td>This report reveals the number of users logged in to the system at each hour of the day. The report displays the amount of time users spent in particular ACD states. ACD states include Ready, Not Ready, On ACD Call, Wrap Up, Holding Call, Unavailable, and Off Hook.</td>
</tr>
<tr>
<td>Report</td>
<td>Description</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Call Statistics per Hour - Averages</td>
<td>This report displays the average number of inbound and outbound calls grouped by the hour of the day for the specified date range and the specified call queues (for example E9-1-1, 7-Digit Emergency, and Admin).</td>
</tr>
<tr>
<td>Call Statistics per Hour - Totals</td>
<td>This report displays the total number of inbound and outbound calls grouped by the hour of the day for the specified date range and the specified call queues (for example E9-1-1, 7-Digit Emergency, and Admin).</td>
</tr>
<tr>
<td>Calls by Day – Averages</td>
<td>This report displays the average number of inbound and outbound calls grouped by the day of the week for the specified date range and the specified call queues (for example E9-1-1, 7-Digit Emergency, and Admin).</td>
</tr>
<tr>
<td>Calls by Day – Totals</td>
<td>This report displays the total number of inbound and outbound calls grouped by the day of the week for the specified date range and the specified call queues (for example E9-1-1, 7-Digit Emergency, and Admin).</td>
</tr>
<tr>
<td>Calls by Day - Distribution</td>
<td>This report displays the distribution of calls by call type over the specified date range. This report includes the total count of all calls as well as the total count of each call type. Additionally, the report includes the percentage of the total count that each call type represents. This report includes both inbound and outbound calls, with sub-counts for answered and abandoned calls.</td>
</tr>
<tr>
<td>Call Queue Time</td>
<td>This report displays calls by queue time for inbound calls. Queue Time is the amount of time (in seconds) that a call spent in a call queue before being delivered to a position.</td>
</tr>
<tr>
<td>Off-Net Transfers</td>
<td>This report displays detailed information for calls transferred to external (Off-Net) destinations.</td>
</tr>
<tr>
<td>Agent Overview</td>
<td>This report displays agent statistics included in the specified date range and specified Dispatch Groups.</td>
</tr>
</tbody>
</table>
### 2.5.3 Status Monitor

The Status Monitor displays real-time statistics for the Dispatch Groups of which a logged-on user is a member, including call counts by status, average call answer time and duration, user status, and more. The Status Monitor component is a configurable option and works well with an optional 60-inch wallboard.

**Status Monitor Highlights:**

The Status Monitor is divided into three distinct panes:

- **Active Calls (By Status)** – Displays call counts by status for all the Dispatch Groups of which a logged-on user is a member.
- **Dispatch Group Summary** – Displays a user status summary, by Dispatch Group, for the Dispatch Groups of which a logged-on user is a member.
- **Active User Details** – Displays detailed information regarding the active (logged on) users who are members of the Dispatch Groups of which a logged-on user is a member.

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALI Errors</td>
<td>If the ALI provided address is incorrect, users may open a Discrepancy Report and correct the error using the Update Location feature. The correction is recorded in DecisionStation. This report displays the date the correction was made, the user who made the correction, ANI information, the original incorrect ALI location along with the manually updated address, and any user comments.</td>
</tr>
<tr>
<td>User Log In and Out Time</td>
<td>This report helps administrators keep track of user activity in the system. The report reveals the date and time a user signed in and out of the system and the amount of time the user spent logged-in.</td>
</tr>
</tbody>
</table>
### 2.5.4 Administrative Call Management Features

The robust set of options provided by the CallWorks system for managing 9-1-1 calls is also available for administrative call management. Administrative lines are designated and configured during the pre-installation system build. Administrative lines may be tied to Direct Inward Dialing (DID) and/or be added to an Automated Attendant, allowing calls to be automatically and directly routed to the correct destination. Administrative calls may be fully managed from the Polycom or the UI. Administrative calls are easily distinguished in the CallWorks system with the label of “admin” under the type column of the Call Screen Softphone and Line Organizer. Additionally, the Line Organizer features an Admin Tab, which displays detailed information on all designated administrative lines and the call activity on each. All administrative phones provide access to voicemail and caller ID. A Polycom phone may be configured to serve both dispatching and administrative call management from a workstation or to serve administrative use exclusively at a front desk position.

Detailed data on administrative calls are provided in the following DecisionStation Call Reports: Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk and Line Type, Calls by Positions, Calls by Class of Service, Calls by Employee, Call Summary, and Calls by Hour and Day.

### 2.5.5 SipStation

SipStation is CallWorks’ remote VoIP phone only capability. SipStation is an ideal purchasable option for PSAP’s that require additional in-house call taking positions or smaller, detached
positions/sites. SipStation supplies ALI and management options (i.e. Transfer, Hold/Unhold, Conference, etc.) for E9-1-1 and admin calls.

2.5.6 Portable Answering Position

CallWorks offers the ability to handle short-term increases in projected call volumes (such as those due to natural disasters or extraordinary events) using portable laptops. The Portable Answering Position kit is a purchasable option that consists of a laptop computer, Polycom VoIP phone, and Pelican case, along with a limited use CallStation license. Portable Answering Positions can quickly and easily be set up either in the primary PSAP or at a prepared backup location. The utilization of a portable position at a remote location must be preconfigured to use a secure VPN connection provided by the customer.

2.5.7 DispatchStation

The CallWorks DispatchStation solution is a purchasable option which includes Computer Aided Dispatch capabilities allowing for the tracking and management of Incidents and Resources. DispatchStation is a unique, all-in-one application for providing receipt of E9-1-1 calls, full management of call and incident location by the map and dispatch of field resources. Using the industry’s only single application design to natively integrate multiple functions, Call Taking and Dispatch are available directly from the Map, supporting traditional 9-1-1, Mapped ALI, CAD and call receipt-to-resolution reporting from a single browser window and seamless workflow.

2.6 FAULT TOLERANCE

Any failure of redundant network links will be transparently handled by the system. In the case of redundant Local Area Network (LAN) link failures, this will occur within milliseconds. For redundant Wide Area Network (WAN) link failures, this will occur with seconds. All components are duplicated within the system. Any component failure will not affect calls traversing non-failed redundant components.

In any legacy E9-1-1 system, failure of a trunk interface card, chassis or gateway will cause all calls active on those particular components to be lost. This is a function of the way that the CAMA trunking system is designed. Therefore, no vendor can accurately and honestly state that in a legacy environment no single equipment failure will ever cause a call to be lost.

The CallWorks system includes several layers of data duplication and backup including real-time data replication and nightly point-in-time backups. All received and generated data including CDR, ALI, Recording, and MIS data is subject to both methods of data redundancy.

In the event of a catastrophic failure requiring complete re-construction of one or more of the servers, the system would be initially restored using the previous night’s point in time backup. Subsequently, the rebuilt system would be ‘caught-up’ to events occurring since the last point-in-time backup through replay of database logs and re-synchronization of replicated block devices.
The CallWorks system is designed to be as reliable as possible. Fault Tolerance is achieved through system design and operation and the network, hardware, operating system, and application level. All call path critical network elements, servers, line/trunk interfaces and software elements are redundant at the Host/Controller and Data Center level. All critical resources are monitored in real-time and numerous classes of faults are handled automatically without human intervention. The system has no single point of failure and has the capability to ‘self heal’ from numerous types of potential issues.

CallWorks provides enterprise grade servers from Dell. These servers include features such as Error Correction Code (ECC) RAM, Serial Attached SCSI (SAS) disk drives, redundant power supplies, redundant fans, Redundant Array of Independent Disks (RAID) controllers. Additionally, all Servers, Gateways, Switches and Modems are redundant. If one of these types of devices fails, it does not adversely affect the other ‘paired’ device. Therefore, the system continues in an operational mode and the device can be replaced with a spare without causing an outage of the entire system.

Redundancy alone is not sufficient to increase availability substantially. Redundant systems naturally mask faults, often preventing or delaying repair. To prevent outages faults in redundant system must be detected and repaired quickly. The proposed systems include detailed hardware monitoring capabilities for tracking faults in network devices, power supplies, fans, RAM, disks, and Central Processing Units (CPUs). Any faults in these subsystems trigger automatic alarms in our standard monitoring and alerting process.

2.7 SYSTEM EXPANSION CAPABILITIES

The CallWorks CallStation product is designed to be scalable in a practically unlimited way and provides a completely non-blocking environment. The CallWorks solution is built around an IP softswitch using a Host Media Processing (HMP) architecture, with external COTS gateways for legacy interfaces. In this system design, there is no ‘chassis’ to outgrow and no ‘switch matrix’ or ‘DSP resources’ to be exhausted and cause a ‘blocking’ situation.

The CallWorks solution is designed to allow easy future expansion and is not limited in the number of trunks, answering positions or telephone lines that can be managed. This is possible because the system is designed using completely independent Commercial Off the Shelf (COTS) components connected via Ethernet. If additional trunks or lines are required, additional gateways (and potentially network switches) are added to accommodate them.

If additional positions are required, additional workstations (and potentially network switches) are added as required. The servers are provisioned to support all trunks and all stations, accommodating up to 250 simultaneous calls for 50 users.

The system can be easily upgraded to support an unlimited number of simultaneous users in 50 user increments. The CallWorks architecture supports a Federated model that allows additional redundant controllers to be added, supporting virtually unlimited scalability.
The proposal as priced includes configuration, hardware and cabling to support a 25% growth factor. The system as provisioned is capable of supporting at least a 100% growth factor.

2.8 MIGRATION PLAN

2.8.1 Legacy Speed Dial Directory
CallWorks will work with Customer on a plan to migrate the legacy speed dial directory upon award of this contract should we be the successful respondent.

2.8.2 MIS Administrative Data and Call Records
CallWorks will work with Customer to develop a plan to migrate the legacy MIS Administrative Data and Call Records upon award of this contract should we be the successful respondent.

2.9 LIFECYCLE
The CallWorks solution provides all software releases, including major feature releases, free of charge to customers under a standard maintenance contract. Upgrades are completed by CallWorks support technicians at the Customer's discretion. Typically, customers are updated to the latest version once every two to three months. CallWorks has never had an “end-of-life” to its solution.

Motorola and CallWorks, in conjunction with the customer, will oversee all approved hardware and software upgrades. CallWorks will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN), Technical Service Advisory (TSA), or a New Product Bulletin (NPB). The customer determines if the updates or modifications are required. If a product update is deemed required, CallWorks will communicate this to the customer and include supporting documentation including any applicable test reports. If the customer is in approval, CallWorks agrees to apply the upgrade/fix as needed.

2.10 INTEGRATION OF NEXT GEN 9-1-1
The CallWorks solution business model is based on providing a NENA i3 NG9-1-1 compliant solution based on today's standards, while also providing for migration to future standards as they are developed. CallWorks has proposed a standards compliant solution based upon the current NENA i3 recommendations and will ensure future i3 software capabilities during the duration of the contract at no additional cost while under a Software Support Agreement. A redundant standard i3 connection to the ESInet per Host site is included. This is part of our standard contract offering. i3 related upgrades will NOT require a major system replacement, but may require additional hardware components based on Agency, State, or ESInet provider specifications as standards develop and progress.
The CallWorks solution is all-inclusive and includes all of the network equipment necessary to deploy and turn-up the proposed solution.

The CallWorks CallStation platform is compliant with the i3 specification and will support text from any carrier using that standard. These messages appear in a separate tab and are associated with the Command Line Console for managing conversations and typing return messages as may be required. Pre-canned messages are available for a quick response back to the caller. CallWorks also supports co-habitation of third-party web-based Text message applications for pre i3 support.
SECTION 3

STATEMENT OF WORK

The purpose of this General Statement of Work (SOW) is to clarify the responsibilities of CallWorks and Evanston Police Department regarding the scope of work, responsibilities, and the product and service deliverables for the delivery of the CallWorks system.

Summary

In an effort to improve Call Taker and Dispatcher work-flow, processing speed, overall efficiency and generally improve public safety, Evanston Police Department desires to deploy a Next Generation, state-of-the-art NG9-1-1 public safety solution. To meet these requirements, Evanston Police Department has elected to purchase a CallWorks product and service solution.

Project Goals

CallWorks is a technological leader in public safety communications and dispatch systems focused on Next Generation 9-1-1 and dispatch technology. It is the goal of CallWorks to provide the finest, most technologically-advanced Next Generation 9-1-1 telephony, mapping and dispatch products and services to Evanston Police Department. Our primary goal is to ensure the successful and timely deployment of products and technical services as described in this SOW.

3.1 TECHNICAL SERVICES

CallWorks technical services are available to meet the needs of our customers; including PSAPs and dispatch agencies. Such services may include installation, project management, training and remote monitoring services among others. The specific professional services to be provided for the project identified in this SOW are to be negotiated and documented in this document by identifying each party’s tasks and responsibilities. Regardless of responsibility, CallWorks seeks a quality and timely deployment of the selected solution. This General Statement of Work (SOW) is designed to help Evanston Police Department better understand CallWorks’ services and the distribution of responsibility of all parties involved.

3.1.1 Contract Award

The customer and CallWorks execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

After the contract is awarded CallWorks and Evanston Police Department assign project resources. The project is then setup in the CallWorks information system and the kick-off meeting is scheduled.
3.1.3 Project Kickoff

Once the contract has been successfully executed and the project resources assigned, Motorola and CallWorks will schedule a kickoff meeting with Evanston Police Department. The key components of the project kickoff meeting are stated below:

- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Evanston Police Department.
- Review the resource and scheduling requirements with Evanston Police Department.
- Develop and review a mutually agreeable project schedule including milestones and/or events.
- Review the teams’ interactions and (Motorola, CallWorks, and Evanston Police Department), meetings, reports, milestone acceptance, and the Customer’s participation in particular phases.

3.1.4 Project Management Services

This service defines CallWorks as the primary point of contact for all facets of project management and coordination. The assigned CallWorks Project Manager assumes the lead role and facilitates all aspects of project management, contingent upon having a primary contact with Evanston Police Department. Services include, but are not limited to, complete project scheduling; pooling and allocation of resources; issue tracking; escalation and resolution; overall project reporting; and acting as the primary single point of contact for CallWorks. Additional Project Management Services include necessary site visits. Site visits are normally planned for the kick off meeting, cut over to live operations, and post-cut over reviews, if needed. Visit times may be adjusted, if desired and mutually agreed upon by the CallWorks and Evanston Police Department Project Managers.

3.1.5 Installation Services

This service provides primary system engineering and installation services for all CallWorks systems. Our professionally trained and certified staff will assume the lead technical role for all matters under contract. For larger, more complex projects in which there is a dedicated Project Manager, the two will work in conjunction with one another to meet all such expectations and requirements.

3.1.6 Training Services

CallWorks utilizes a standard training methodology. Each User will be provided on-line access to training prior to live instructor courses. CallWorks instructors will provide training for each 9-1-1 Call Taker and/or Dispatcher and System Administrator. All training will be conducted on-site by a CallWorks subject matter expert. Classes provide in-depth coverage of the solution and include training of Reports and System Administrators in the management of system users and the directory.
All course prerequisites, if any, must be satisfied prior to attending each class. Class size for CallWorks training sessions varies and depends upon available hardware and projection systems but is requested not to exceed eight (8) students. CallWorks sets class durations. Change requests to the training schedule must be communicated to CallWorks at least 20 days prior to the start of the first class. Any schedule changes communicated less than 20 days prior to the start of the first class may impact the overall project schedule. Unless otherwise stated, one trainer will provide up to eight (8) hours of instruction per business day during normal business hours. Training facilities must meet minimum CallWorks requirements and should be in place no later than one (1) day prior to the start of the first scheduled class.

3.2 MOTOROLA SOLUTIONS & CALLWORKS RESPONSIBILITIES

Evanston Police Department has elected to purchase services from CallWorks. To facilitate these services, CallWorks will perform the following tasks. Tasks include, but are not limited to, those listed below, as applicable to the specific system ordered.

- Assign a Project Manager for the Project
- Complete system design in cooperation with Evanston Police Department
- Procure and stage the hardware as defined herein
- Coordinate installation and project time-lines and tasks
- Install all CallWorks provided hardware including servers, racks, AIU’s and networking equipment
- Provide configuration information for Evanston Police Department workstations (Firefox browser configuration)
- Provide and update the project schedule/plan with input from Evanston Police Department provided information related to the schedule as to on-site visits, installs, training and testing
- Inventory, immediately upon receipt, all material and components ordered
- Unpack, place, and install all hardware as required
- Install, correctly terminate, and successfully test all infrastructure cable and other related communications cable necessary to properly install and operate the contracted system
- Install and secure all equipment racks or contract with CallWorks as required
- Provide for the installing and testing of all site-required cabling, including any additional cabling that may be required for training
- Provide installation of ladder rack, computer relay rack/cabinet installation, category 5 and telephony cable installation and testing, and other such work or activity
- Provide requirements for power, space, network (routers/switches, IP addresses, cabling, LAN, WAN, bandwidth, broadband connectivity), telephony (CAMA, Admin lines), data (phone line info, ring-downs, phone soft-buttons, directories/direct links, TDD messages)
- Notify Evanston Police Department when there are issues (installation, training, coordination) which could potentially affect the schedule
- Provide purchased training and identify training facility requirements
- Provide and perform mutually agreeable Acceptance Test Plan
• Provide cut-over and 24-hour post cut support
• Provide Remote Monitoring
• Provide telephone and product support, updates (in support of local technicians) based on the number of years maintenance purchased

3.3 CUSTOMER RESPONSIBILITIES

Responsibilities shall include, but are not limited to:
• Provide, on request, information, data, records and documents, and make such decisions in a prompt and timely manner as may be reasonably required by CallWorks to perform under this agreement
• Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
• Provide appropriate schedule notification and facility availability for CallWorks on-site services and training
• Notify and coordinate schedule changes with CallWorks, which may require a Change Order (and potentially additional charges) dependent upon the change
• Assume sole responsibility for the accuracy and completeness of Customer-supplied data
• Provide a dedicated 30-amp 110V power outlet for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
• Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the CallWorks system
• Provide a complete ESRI-based GIS formatted map (shapefile) thirty to sixty days prior to on-site system installation
• Updates to the base map file, performed by personnel designated, will be transferred to the system per CallWorks instructions
• Provide the physical facilities reasonably required for the installation, testing, implementation, training and support of the system provided by CallWorks
• Provide a floor plan outlining where CallWorks provided equipment is to be installed and position numbers for Call Taker, Dispatch, and Supervisor positions
• Ensure the operating environment is fully functional and meets CallWorks minimum operating requirements
• Provide the applicable broadband service for the CallWorks Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
• Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
• Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
• Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
• Assist CallWorks in securing any required security clearances, identification tags and other
requirements for access to areas within the facility necessary for CallWorks personnel to
complete their project responsibilities under this agreement
• Provide the tap to the network clock, if applicable. This includes all interfaces necessary,
preferably to provide the name/address of a timeserver on the network
• Document and supply configuration information on the existing CPE
• Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45
jacks or contract with CallWorks as required
• Procure and participate in CallWorks provided training for on-site support technicians;
identify a System Administrator(s) who will be responsible for the day-to-day technical
operations of the system
• Ensure that or Contract with CallWorks to guarantee Intermediate Distribution Frame (IDF),
wall boards and/or interconnect points appear in the immediate area where CallWorks
servers are installed
• Provide direct contact and support at the site location
• If not hand delivered by CallWorks or otherwise provided, provide easy access to and
preposition to the greatest degree possible all new equipment received from CallWorks prior
to CallWorks’ arrival on site
• If applicable, submit custom IP and computer naming conventions to CallWorks at least 30
days prior to the scheduled equipment ship date
• Assume responsibility for or contract with CallWorks for the removal of all equipment and
cable being replaced by the CallWorks system
• Assume responsibility for all material and services not specifically contracted through
CallWorks
• Anticipate and plan for configuration changes and/or fine-tuning to the various CallWorks
products installed once the system is placed and in use
• System management and detailed configuration after cutover. Please note that in most
cases, within the first two weeks after cutover, it is highly probable that Evanston Police
Department will want to modify the system’s configuration based on experience and use of
the system
• Configure foreign network access route to CallStation Web Accessories, for example,
AdminiStation or DecisionStation, or other service activities or contract with CallWorks as
required
• Provide information needed for all custom work requested that requires a custom SOW.
Custom SOWs are required for such items including but not limited to: database conversion,
foreign network connections, on-site installation and configuration, or any other service not
performed by CallWorks through its factory staging process

3.4 ASSUMPTIONS

All tasks included in this Statement of Work are estimated based on a typical level of effort for
tasks of similar projects and are believed appropriate based upon the information provided by
Evanston Police Department. During the initial project planning phase, each project task will be
verified based on the estimated number of man-hours and associated task dependencies. Each
of these tasks will be dependent on the appropriate resources being made available by Evanston Police Department. If additional hours are identified or required by Evanston Police Department in order to complete the project, the Evanston Police Department Project Manager will send a request to the CallWorks Project Manager in order to execute a Project Change Request.
SECTION 4

WARRANTY SERVICES

Motorola Solutions has over 90 years' experience supporting mission critical communications for public safety and public service agencies. Motorola’s technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SOLUTIONS SERVICE DELIVERY TEAM

4.1.1 Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer’s functions.

4.1.2 Motorola Local Service Provider

Motorola Solutions nationwide network of local Authorized Service Centers are staffed with CallWorks factory trained technicians. They provide rapid response, repair, restoration, installation, removal, and scheduled preventive maintenance tasks for site based NG9-1-1 Call Taking systems. Motorola’s Authorized Service Centers are assessed annually for technical and administrative competency to ensure quick and effective service delivery.

Motorola has proven experience to deliver mission critical network support

• Extensive Experience—Motorola has over 90 years’ experience supporting mission critical communications and the Public Safety community.
• Capacity to Respond—Motorola’s network of Authorized Service Centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
• Flexibility and Scalability—Motorola’s Support Plans are customized to meet individual Customer needs.
• Skills and Process—Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola’s team of well-trained and committed people understands the communications technology business.
4.2 WARRANTY AND MAINTENANCE SERVICES

4.2.1 OnSite Response

Motorola Solutions OnSite Response provides local certified technicians who arrive at your location to provide support and maintenance of your NG9-1-1 Call Taking system. Following proven response and restore processes, CallWorks Technical Support contacts the local authorized service center in your area and dispatches a certified technician to your site. An automated escalation and case management process ensures that technician site arrival and system maintenance and repair comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to CallWorks Tier 2 Support or product engineering teams as needed.

4.2.2 Maintenance and Support Program

The CallWorks Help Desk and assistance from the on-site technician will take the lead role in providing the customer with a Single Point of Contact (SPOC) for all monitoring and maintenance issues. CallWorks will also provide oversight and all coordination for the various organizations and its subcontractors required to maintain and monitor the customer.

Monitored Elements

- **IP Network** – If provided as part of this deployment, CallWorks will use the combined capabilities of its Network Provider and its own Monitoring and Analysis to sufficiently oversee the network. Both CallWorks and the network provider play critical roles in providing network maintenance and monitoring.
- **CPE** – CallWorks will monitor and maintain CPE (Call Taking Equipment) through a joint effort between the Help Desk at CallWorks and the dedicated on-site technician. CallWorks Remote Monitoring will be used to receive and display alerts from the various CallWorks products, workstations, gateways, network elements and the VoIP softswitch. CallWorks will be the first responder to these alerts based on pre-determined levels of severity. If the alert requires Telco assistance, the CallWorks Help Desk will contact the Telco and a ticket will be initiated. CallWorks will also receive and monitor UPS (if provided by CallWorks) alarms directly at the CallWorks headquarters.

Remote Monitoring

CallWorks Remote Monitoring uses custom remote utilities for monitoring, diagnosing, troubleshooting, and repairing many of the errors known or unknown to a PSAP. Remote Monitoring is responsible for analyzing, repairing, and running reports in a real-time and remote configuration. Remote Monitoring provides the following services:

- **24 x 7 monitoring of all servers, workstations, LAN components, operating systems, application systems, and many other SNMP/IP compliant devices on the network.**
- **Alarm notification to first level CallWorks support should an alarm threshold be exceeded.**
Remote troubleshooting tools to diagnose hardware and software problems.
Performance monitoring of network and computer components.
Ability to remotely control monitored workstations and servers to allow for real-time viewing and the ability to make system changes.

**Telephone Support**

The CallWorks Service Team is staffed with highly trained personnel on a 24/7/365 basis and will respond to troubles relating to components or systems necessary to complete 9-1-1 calls through to the PSAP or for call handling purposes. When reported 9-1-1 system troubles or failures are received, CallWorks immediately begins the repair process of clarifying the report and prioritizing the trouble.

**Hardware and Software Upgrades**

CallWorks, in conjunction with the customer, will oversee all approved hardware and software upgrades. CallWorks will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN) or a Product Bulletin (PB).

### 4.3 SPARE EQUIPMENT REPAIR & REPLACEMENT OVERVIEW

#### 4.3.1 Replacement of Defective CPE

The local field technician or Project Manager will call CallWorks Customer Service and report the failure. If a spare component is not on-site, CallWorks will overnight the replacement equipment to the location designated by the field technician, site engineer or Project Manager. If the replaced component is no longer under warranty, applicable charges will apply.

CallWorks recommends all customers maintain an inventory of all critical spares locally. In the event a replacement part is needed immediately and not available on-site, the part can be taken from CallWorks Customer Service and then replenished when the new equipment arrives.

As part of the installation process, CallWorks will provide a list of installed components and the associated serial numbers to the customer based on an agreed-upon list of components. Post upgrade, CallWorks will maintain, by PSAP, a serial number database and will update accordingly the database whenever a hardware component is changed. A copy of this database will be made available to the customer upon completion of the contract or upon request by the customer.
SECTION 5

TRAINING PLAN

5.1 CALLSTATION TRAINING

This course is designed for all users and is an in-depth training of the CallWorks CallStation product. This course covers basic call functions, advanced call functions, system use, and map use; key features of the CallWorks system. All product users should attend this course.

Syllabus

<table>
<thead>
<tr>
<th>Role</th>
<th>Course Content</th>
<th>Course Time per Person</th>
<th>Maximum Class Size</th>
<th>Student Prerequisites</th>
</tr>
</thead>
<tbody>
<tr>
<td>End User</td>
<td>• Logging In</td>
<td>~3 hours</td>
<td>8</td>
<td>• CallWorks University</td>
</tr>
<tr>
<td></td>
<td>• CallWorks Support</td>
<td></td>
<td></td>
<td>• Course 100</td>
</tr>
<tr>
<td></td>
<td>• Softphone Tab</td>
<td></td>
<td></td>
<td>• Course 200</td>
</tr>
<tr>
<td></td>
<td>• Abandoned Tab</td>
<td></td>
<td></td>
<td>• Course 300</td>
</tr>
<tr>
<td></td>
<td>• Line Organizer</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Directory Tab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Call Logs</td>
<td></td>
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<td></td>
<td>• Dial Pad</td>
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<td></td>
<td>• Event Log</td>
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<tr>
<td></td>
<td>• Telecom Tab</td>
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<tr>
<td></td>
<td>• SMS (If Applicable)</td>
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<td></td>
<td>• IM (If Applicable)</td>
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<tr>
<td></td>
<td>• Call Status</td>
<td></td>
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<tr>
<td></td>
<td>• Call Screen Menus</td>
<td></td>
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<tr>
<td></td>
<td>• Connection Status</td>
<td></td>
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<tr>
<td></td>
<td>• Call Window</td>
<td></td>
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<td></td>
<td>• Request Window</td>
<td></td>
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<tr>
<td></td>
<td>• Call Management</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Map Screen Components</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Map Screen Call Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Logging Out</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

CallWorks

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Training Plan 5-1

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5.2 ADMINISTRATION TRAINING

This course is designed for those users in a leadership role. The course will cover, in depth, the management of system users and the directory, as well as scheduled reports. All who attend this course should attempt to attend a CallStation course prior.

*NOTE* Configuration management options are handled by CallWorks remote engineers and are not an AdminStation function.

**Syllabus**

<table>
<thead>
<tr>
<th>Role</th>
<th>Course Content</th>
<th>Course Time per Person</th>
<th>Maximum Class Size</th>
<th>Student Prerequisites</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership role in Dispatch Center</td>
<td>Logging In, Introduction to AdminStation, Directory Tab, Users Tab, Common Place Tab, Notifications Tab, Knowledge Tab, Predefined Messages Tab, Requests Tab, Reports Tab, Logging Out</td>
<td>~2 hours</td>
<td>8</td>
<td>CallStation, CallWorks University Course 500</td>
</tr>
</tbody>
</table>

5.3 DECISIONSTATION TRAINING

This course is designed for those users in a leadership role or users needing access to extended call detail records. The course will cover, in depth, call history, call recordings, as well as reports. All who attend this course should attempt to attend a CallStation course prior.

**Syllabus**

<table>
<thead>
<tr>
<th>Role</th>
<th>Course Content</th>
<th>Course Time per Person</th>
<th>Maximum Class Size</th>
<th>Student Prerequisites</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership in Dispatch Center</td>
<td>Logging In, Introduction to DecisionStation, Active Calls, Closed Calls, Active Users, Lines</td>
<td>~1 hour</td>
<td>8</td>
<td>CallStation, CallWorks University Course 400</td>
</tr>
<tr>
<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>• Requests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Active Call Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Status Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Logging Out</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
SECTION 6

ACCEPTANCE TEST PLAN

6.1 SYSTEM TESTING, CUTOVER, AND ATP ACTIVITIES

6.1.1 Perform Equipment Testing
- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once CallWorks (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

6.1.2 Perform Functional Testing
- Verify the operational functionality and features of the individual subsystems and the system supplied by CallWorks, as contracted.
- If any major task as contractually described fails, repeat that particular task after CallWorks determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

6.1.3 Pre-Cutover Acceptance Test Plan
- A mutually agreed upon pre-cutover acceptance test plan will be developed with the customer during the contract design review phase.
- The Pre-Cutover ATP will be executed prior to fully cutting over the new NG9-1-1 system from the legacy system.

6.1.4 Post-Cutover Acceptance Test Plan
- A mutually agreed upon post-cutover acceptance test plan will be developed with the Customer prior to cutover.
- Upon successful execution of the system cutover the Post-Cutover ATP will provide details on resolving any cutover ATP checklist items and transition to service.
- Once Post-Cutover ATP is complete, it will be documented and become a part of the overall service manual for the Customer and the service providers.
6.1.5 Cutover

- CallWorks and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the Customer Design Review (CDR).
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.
### SECTION 7

## PRICING

### 7.1 PRICING SUMMARY

Pricing is associated with expenses for a Primary PSAP’s hosted i3-capable call handling position equipment only, contractual services related to implementing the call handling system and related training for staff. There are no travel costs associated with this project.

<table>
<thead>
<tr>
<th>CallWorks 9-1-1 System Prepaid Total with 1 Year Warranty</th>
<th>OFFER PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware &amp; Software Equipment (See breakout in Section 2.2.2.1 Equipment List)</td>
<td>$169,644</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$169,644</strong></td>
</tr>
<tr>
<td>Contractual Services for Installation – Project Management</td>
<td>$22,327</td>
</tr>
<tr>
<td>Contractual Services for Installation – System Installation</td>
<td>$34,600</td>
</tr>
<tr>
<td>Contractual Services for Installation – System Engineering</td>
<td>$27,700</td>
</tr>
<tr>
<td>Contractual Services for Installation – Training</td>
<td>$12,400</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$97,027</strong></td>
</tr>
<tr>
<td><strong>Total Base System – No Maintenance Included:</strong></td>
<td><strong>$266,671</strong></td>
</tr>
</tbody>
</table>
7.2 MAINTENANCE

Maintenance includes Software and On-Site Support and Extended Warranty.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TOTAL YEARLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Warranty</td>
</tr>
<tr>
<td>2</td>
<td>$31,741</td>
</tr>
<tr>
<td>3</td>
<td>$32,534</td>
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<tr>
<td>4</td>
<td>$33,348</td>
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<td>5</td>
<td>$34,181</td>
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<td>6</td>
<td>$35,036</td>
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<tr>
<td>7</td>
<td>$35,912</td>
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<tr>
<td>8</td>
<td>$36,810</td>
</tr>
<tr>
<td>9</td>
<td>$37,730</td>
</tr>
<tr>
<td>10</td>
<td>$38,673</td>
</tr>
</tbody>
</table>

Year 6 – Hardware Refresh $57,903

Total 10 Year Maintenance Paid Annually $373,868

7.3 10 YEAR PRICING OPTIONS

<table>
<thead>
<tr>
<th>10 Year Options</th>
<th>OFFER PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option 1: 10 Year Maintenance Paid Annually</strong></td>
<td></td>
</tr>
<tr>
<td>Base System – No Maintenance</td>
<td>$266,671</td>
</tr>
<tr>
<td>10 Year Maintenance Paid Annually</td>
<td>$373,868</td>
</tr>
<tr>
<td><strong>Total 10 Year Paid Annually</strong></td>
<td>$640,539</td>
</tr>
<tr>
<td><strong>Option 2: Q3 2019 10 Year Prepaid Incentive</strong></td>
<td>$-116,565</td>
</tr>
<tr>
<td>Discount*</td>
<td>$523,974</td>
</tr>
</tbody>
</table>

*Discount for 10 Year Prepaid valid until September 20, 2019
SECTION 8

COMMUNICATION SYSTEM AND SERVICES AGREEMENT
Communications System and Services Agreement  
(Lease)

Motorola Solutions, Inc. (“Motorola”) and City of Evanston (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1  ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”
Exhibit B “Payment”
Exhibit C Technical and Implementation Documents
   C-1 “System Description” dated 9/12/2019
   C-2 “Pricing Summary & Equipment List” dated 9/12/2019
   C-3 “Implementation Statement of Work” dated 9/12/2019
   C-4 “Acceptance Test Plan” or “ATP” dated 9/12/2019
   C-5 “Performance Schedule” dated 9/12/2019
Exhibit D “System Acceptance Certificate”
Exhibit E “Equipment Lease Purchase Agreement Delivery and Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2  DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is
(i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets,
trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at [http://www.motorolasolutions.com/softwarepolicy](http://www.motorolasolutions.com/softwarepolicy) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM
3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and
conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer’s issuance and Motorola’s acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola’s established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer’s purchase order will not affect the applicability of this Agreement. Motorola’s proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola’s proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola’s property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola’s request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of
two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer’s obligations are not performed, Motorola’s ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $2,271,843.81. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties.
If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Perry Polinski
Evanston Police Department, 1454 Elmwood Avenue, Evanston, IL 60201
847-866-5070
ppolinski@cityofevanston.org

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Perry Polinski
Evanston Police Department, 1454 Elmwood Avenue, Evanston, IL 60201
847-866-5070
ppolinski@cityofevanston.org

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Perry Polinski
Evanston Police Department, 1454 Elmwood Avenue, Evanston, IL 60201
847-866-5070
ppolinski@cityofevanston.org

Customer may change this information by giving written notice to Motorola.

Section 7  SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola will be the applicant for permits of necessary construction and building permits, zoning variances, licenses required that are within the Motorola scope of the Technical and Implementation Documents. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication
lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola’s ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola’s prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

Lease Communications System and Services Agreement v. 10.18.18
10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola’s control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola’s liability for the warranty claim. In the event of a valid Services warranty claim, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may
invoice Customer for responding to the claim on a time and materials basis using Motorola’s then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a “Dispute”).

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party (“Notice of Mediation”). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.
14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR
THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. The preceding sentence does not

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not
apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a
writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from
disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola’s ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.                      Customer

By: ______________________________   By: ______________________________
Name: ___________________________   Name: ____________________________
Title: ____________________________   Title: _____________________________
Date: ____________________________   Date: ____________________________
Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and __City of Evanston_______________________________ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINEITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and
security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee’s compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola’s shipment of the Software (the “Warranty Period”). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee’s use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee’s particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola’s sole obligation to Licensee and Licensee’s exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola’s option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee’s paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.
Section 7     TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola’s consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8     TERM AND TERMINATION

8.1 Licensee’s right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9     Commercial Computer Software

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.201, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.
Section 10     CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola’s valuable proprietary and Confidential Information and are Motorola’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11     LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12     NOTICES

Notices are described in the Primary Agreement.

Section 13     GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties’ rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of
Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.
Exhibit B
For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

<table>
<thead>
<tr>
<th>Levels</th>
<th>Project Management</th>
<th>System Engineering</th>
<th>System Technologist</th>
<th>Project Administration</th>
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<tr>
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<td>$190.00</td>
<td>$210.00</td>
<td>$210.00</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.
EXHIBIT D

System Acceptance Certificate

Customer Name: ______________________________________________________

Project Name: ______________________________________________________

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:                                           Motorola Representative:

Signature: ____________________________                Signature: ____________________________
Print Name: ___________________________                Print Name: ___________________________
Title: ________________________________                 Title: ________________________________
Date: ________________________________                Date: ________________________________

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:                                           Motorola Representative:

Signature: ____________________________                Signature: ____________________________
Print Name: ___________________________                Print Name: ___________________________
Title: ________________________________                 Title: ________________________________
Date: ________________________________                Date: ________________________________
Exhibit E
EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: ______________
Lease Schedule A No.: ______________

EQUIPMENT INFORMATION

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>MODEL NUMBER</th>
<th>EQUIPMENT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Equipment referenced in lease Schedule A# ________________________, See Schedule A for a detailed Equipment List.</td>
</tr>
</tbody>
</table>

LESSEE/CUSTOMER:

By: ________________________________

Title: _______________________________

Date: ______________________________

Please complete this form and send a copy via US mail or email to:
Motorola Solutions Credit Company LLC
Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661
Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453
MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the termination date. If Customer fails to give proper notice as described in this Section 3.1.4 and Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. If Customer is no longer using the equipment...
covered under this Addendum, Customer may terminate this Addendum pursuant to this Section 3.1.4.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer’s product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer’s notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer’s location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer’s personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is ___10_______ years, commencing on __________, 201__. The SUA Price for the _10_ years of services is $__785,103.61__________, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola’s system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.
3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola’s default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the 10 year term, for any reason other than Motorola’s default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 10 year commitment.

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the 10 year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year’s services will increase by an incremental dollar amount per the following formula: Current year’s maintenance price * (actual change in the CPI - 5 percentage points). The successive year’s service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.
4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END
COMMUNICATION SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and City of Evanston, IL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents

C-1 "System Description" Reference Section 2.1 of the Proposal
C-2 "Equipment List" Reference Section 2.2.2 of the Proposal
C-3 "Statement of Work" Reference Section 3 of the Proposal
C-4 "Training Plan" Reference Section 5 of the Proposal
C-5 "Acceptance Test Plan" or "ATP" Reference Section 6 of the Proposal

Exhibit D "Maintenance, Support and Services Addendum"
Exhibit E "System Acceptance Certificate"
Exhibit F "Users Conference Advance Purchase Option"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation
services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.
“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a
requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer’s issuance and Motorola’s acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.
4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola’s established Software Support Policy. Copies of the SwSP can be found at [http://www.motorolasolutions.com/softwarepolicy](http://www.motorolasolutions.com/softwarepolicy) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer’s purchase order will not affect the applicability of this Agreement. Motorola’s proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola’s proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola’s property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola’s request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or
Statements of Work prove to be incorrect or if Customer’s obligations are not performed, Motorola’s ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE
The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $640,539. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Evanston Police Department, 1454 Elmwood Avenue, Evanston, IL 60201
The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Evanston Police Department, 1454 Elmwood Avenue, Evanston, IL 60201
847-866-5070
Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS
7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola will be the applicant for permits of necessary construction and building permits, zoning variances, licenses required that are within the the scope of the Technical and Implementation Documents, If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING
Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE
9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the
Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola’s ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola’s prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola’s control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola’s control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola’s control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that
does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, “recommendations”). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola’s liability for the warranty claim. In the event of a valid Services warranty claim, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola’s then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a “Dispute”).

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.
12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of 
Dispute (“Notice of Dispute”). The Parties will attempt to resolve the Dispute promptly through good faith 
negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute 
and who are at a higher level of management than the persons with direct responsibility for the matter and 2) 
direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the 
Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to 
mediate from either Party (“Notice of Mediation”). Neither Party may unreasonably withhold consent to the 
selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that 
American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the 
Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and 
will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after 
receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in 
the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of 
the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as 
compromise and settlement negotiations for purposes of applicable rules of evidence and any additional 
confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be 
construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13     DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the 
other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) 
and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except 
for a default by Customer for failing to pay any amount when due under this Agreement which must be cured 
immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the 
default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party 
will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. 
If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer’s cure 
plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, 
unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this 
Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting 
Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as 
permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy 
recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that 
specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and 
provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this 
Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or 
Software delivered and all services performed.

Section 14     INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and 
all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to 
tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its 
subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer 
gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or 
settlement of the claim or suit. This Section sets forth the full extent of Motorola’s general indemnification of 
Customer from liabilities that are in any way related to Motorola’s performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any

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and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer’s general indemnification of Motorola from liabilities that are in any way related to Customer’s performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola’s duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR
OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16  CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola

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will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the
other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola’s ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment
obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.                      Customer

By: ______________________________  By: ______________________________
Name: ___________________________  Name: ___________________________
Title: ____________________________  Title: _____________________________
Date: ____________________________  Date: _____________________________
EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Evanston, IL ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1       DEFINITIONS

1.1     "Designated Products" means products provided by MOTOROLA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2     "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3     "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4     "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5     "Primary Agreement" means the agreement to which this exhibit is attached.

1.6     "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7     "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MOTOROLA; and (iii) may contain one or more items of software owned by a third party supplier.  The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2       SCOPE

MOTOROLA and Licensee enter into this Agreement in connection with MOTOROLA's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both.  This Agreement contains the terms and conditions of the license MOTOROLA is providing to Licensee, and Licensee’s use of the proprietary software and related documentation.

Section 3       GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MOTOROLA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MOTOROLA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products.  This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement.  If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement.  If requested by Licensee, MOTOROLA
will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

Section 4       LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MOTOROLA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MOTOROLA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MOTOROLA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MOTOROLA at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. MOTOROLA or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. MOTOROLA is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by MOTOROLA and the Auditor will be kept in strict confidence by MOTOROLA and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5       OWNERSHIP AND TITLE

MOTOROLA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by MOTOROLA or another party, or any improvements that result from MOTOROLA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by MOTOROLA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MOTOROLA, and Licensee will not have any shared development or other intellectual property rights.
Section 6  LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from MOTOROLA's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, MOTOROLA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MOTOROLA solely with reference to the Documentation. MOTOROLA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. MOTOROLA makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by MOTOROLA.

6.2. MOTOROLA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MOTOROLA cannot correct the defect within a reasonable time, then at MOTOROLA's option, MOTOROLA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and MOTOROLA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MOTOROLA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MOTOROLA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7  TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without MOTOROLA's prior written consent. MOTOROLA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are MOTOROLA's radio products and Licensee transfers ownership of the MOTOROLA radio products to a third party, Licensee may assign its right to use the Software (other than CPS and MOTOROLA's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by MOTOROLA upon request, obligating the transferee to be bound by this Agreement.

Section 8  TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MOTOROLA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MOTOROLA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MOTOROLA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MOTOROLA or destroyed by Licensee and are no longer in use by Licensee.
8.3 Licensee acknowledges that MOTOROLA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MOTOROLA for which monetary damages would be inadequate. If Licensee breaches this Agreement, MOTOROLA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 U.S. GOVERNMENT END USERS. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any MOTOROLA software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain MOTOROLA’s valuable proprietary and Confidential Information and are MOTOROLA’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MOTOROLA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
13.3 ASSIGNMENTS AND SUBCONTRACTING. MOTOROLA may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively “UCITA”) becomes applicable to a party’s performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties’ rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of MOTOROLA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. MOTOROLA uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, MOTOROLA will take the steps set forth in Section 6 of this Agreement.
EXHIBIT B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

<table>
<thead>
<tr>
<th>Levels</th>
<th>Project Management</th>
<th>System Engineering</th>
<th>System Technologist</th>
<th>Project Administration</th>
</tr>
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<td>$210.00</td>
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<td>$160.00</td>
</tr>
</tbody>
</table>

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/bs/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.
EXHIBIT C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

C-1 "System Description" Reference Section 2.1 of the Proposal
C-2 "Equipment List" Reference Section 2.2.2 of the Proposal
C-3 "Statement of Work" Reference Section 3 of the Proposal
C-4 "Training Plan" Reference Section 5 of the Proposal
C-5 "Acceptance Test Plan" or "ATP" Reference Section 6 of the Proposal
EXHIBIT D

MAINTENANCE, SUPPORT AND Services ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2. SCOPE

Motorola will provide Maintenance and Support Services as further described in the applicable Statement of Work, or attachment to Motorola’s proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The “Start Date” for Maintenance and Support Services will be upon Final System Acceptance (CallWorks NG911 project).

3.1.3 INTENTIONALLY OMITTED.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer’s product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay
maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SERVICES

3.2.1 INTENTIONALLY OMITTED.

3.2.2 INTENTIONALLY OMITTED.

3.2.3 INTENTIONALLY OMITTED.

3.2.4 INTENTIONALLY OMITTED.

3.2.5 INTENTIONALLY OMITTED.

3.2.6 In addition to the description of the services and exclusions provided in the Services Statement of Work, the following apply:
a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Services Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Services.

3.2.7 INTENTIONALLY OMITTED.

3.2.8 INTENTIONALLY OMITTED.

3.2.9 INTENTIONALLY OMITTED.

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END
EXHIBIT E

SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: ______________________________________________________

Project Name: ________________________________________________________

This System Acceptance Certificate memorializes the occurrence of System Acceptance. MOTOROLA and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative: ____________________________
Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

MOTOROLA Representative: ____________________________
Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

FINAL PROJECT ACCEPTANCE:

MOTOROLA has provided and Customer has received all deliverables, and MOTOROLA has performed all other work required for Final Project Acceptance.

Customer Representative: ____________________________
Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

MOTOROLA Representative: ____________________________
Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________
EXHIBIT F

USERS CONFERENCE ADVANCE PURCHASE OPTION

<table>
<thead>
<tr>
<th>Users Conference Attendance</th>
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<tr>
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</tbody>
</table>

Standard Attendance Fees Includes the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance²

¹ Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed.

² Daily meal allowances is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee’s applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.
November 6, 2019

CITY OF EVANSTON, IL

Enclosed for your review, please find the Municipal Lease documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24718 are valid for contracts that are executed and returned on or before November 20, 2019. After 11/20/19, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Hannah Cliff / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-260-7133.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Hannah Cliff
**LESSEE FACT SHEET**

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<td><strong>1.</strong></td>
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EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE: CITY OF EVANSTON, IL
2100 Ridge Ave
Evanston, IL 60201

LESSOR: Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

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4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessor's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease
Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and
(ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to
preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding
where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder
for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may
become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event,
notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay
promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an
additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility
(including, without limitation, compensation relating to interest expense, penalties or additions to tax), which
determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any
additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available
Funds.

It is Lessor’s and Lessee’s intention that this Agreement not constitute a “true” lease for federal income
tax purposes and, therefore, it is Lessor’s and Lessee’s intention that Lessee be considered the owner of the
Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee
hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of
the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of
termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default
hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee,
and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee’s computers
and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its
obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right,
title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions
thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing
such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other
instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the
manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any
licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges
arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment
in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

Notwithstanding the above Lessee and Lessor acknowledge that Lessee has entered into a separate
agreement (“Maintenance Support and SUA Addendum to CSSA”) which covers damage, defects, and
maintenance of the radios.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment
without Lessor’s prior written consent unless such alterations, additions or improvements may be readily removed
without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment
consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor’s
prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the
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11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

Notwithstanding the above Lessee and Lessor acknowledge that Lessee has entered into a separate agreement ("Maintenance Support and SUA Addendum to CSSA") which covers damage, defects, and maintenance of the radios.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

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15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee

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liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease to or rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than $175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor’s request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes

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the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ______ day of ______________________, 2019.

LESSEE:
CITY OF EVANSTON, IL

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: ________________________________  By: ________________________________

Print Name: ________________________________

Title: ________________________________  Title: ________________________________

CERTIFICATE OF INCUMBENCY

I, ________________________________ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the CITY OF EVANSTON, IL, an entity duly organized and existing under the laws of the State of Illinois, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24718, between CITY OF EVANSTON, IL and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF EVANSTON, IL, hereto this

_______ day of ______________________, 2019.

By: ________________________________  SEAL

(Signature of Secretary/Clerk)
OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24718 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. This opinion may be relied upon by the Lessor and any assignee of the Lessor’s rights under the Lease.

________________________________________
Attorney for CITY OF EVANSTON, IL
SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A
Lease Number: 24718

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24718 ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF EVANSTON, IL ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Refer to attached Equipment List.</td>
</tr>
</tbody>
</table>

| Equipment Location: |
| IL                 |

Initial Term: 84 Months  
Commencement Date: 11/22/2019  
First Payment Due Date: 11/1/2020

Seven (7) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.
Lessee: CITY OF EVANSTON, IL

Schedule B (Lease #24718)

Compound Period: Annual
Nominal Annual Rate: 3.030%

CASH FLOW DATA

<table>
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<th>Date</th>
<th>Amount</th>
<th>Number</th>
<th>Period</th>
<th>End Date</th>
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<td>1,486,740.20</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>11/1/2020</td>
<td>238,609.00</td>
<td>7</td>
<td>Annual</td>
<td>11/1/2026</td>
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</table>

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

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<tr>
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<th>Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Balance</th>
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</thead>
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<td>224,780.61</td>
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<td>7 11/1/2026</td>
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<td>7,017.40</td>
<td>231,591.60</td>
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</table>

Grand Totals 1,670,263.00 183,522.80 1,486,740.20

INITIAL INSURANCE REQUIREMENT: $1,486,740.20

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

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EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24718 to that Equipment Lease Purchase Agreement number 24718 will be maintained by CITY OF EVANSTON, IL as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

________________________________________________________________________
Name of insurance provider

________________________________________________________________________
Address of insurance provider

________________________________________________________________________
City, State and Zip Code

________________________________________________________________________
Phone number of local insurance provider

________________________________________________________________________
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24718, CITY OF EVANSTON, IL, hereby certifies that following coverage are or will be in full force and effect:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Policy Number</th>
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</thead>
<tbody>
<tr>
<td>Fire and Extended Coverage</td>
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<td></td>
</tr>
<tr>
<td>Property Damage</td>
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</tr>
<tr>
<td>Public Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24718 to that Equipment Lease Purchase Agreement number 24718. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24718 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.
STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24718)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of CITY OF EVANSTON, IL?

3. Does the equipment replace existing equipment?
   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?
   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
   General Fund
   - Have dollars already been appropriated for the Lease Payment? Yes -or- No
     - If yes, for what fiscal year(s) have appropriations been made? ________________

   Combination of Federal Grant funding supplemented by General Revenues
   - What fiscal year(s) is expected to be funded via federal grants: ________________
   - What fiscal year(s) is expected to be funded via general revenues: ________________
     - Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

   Other (please describe): ______________________________________________________
CERTIFIED LESSEE RESOLUTION (Lease# 24718)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF EVANSTON, IL (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee’s behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16
Bank Qualified Statement (Lease# 24718)

LESSEE CERTIFIES THAT IT  (circle one)  HAS  or  HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.
EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24718  Lease Schedule A No.: 24718

EQUIPMENT INFORMATION

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>MODEL NUMBER</th>
<th>EQUIPMENT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Equipment referenced in lease Schedule A# 24718. See Schedule A for a detailed Equipment List.</td>
</tr>
</tbody>
</table>

LESSEE:
CITY OF EVANSTON, IL

By: _____________________________

Date: ___________________________
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Anil Khatkhate, ADA/CIP Project Manager
CC: David Stoneback, Lara Biggs
Subject: Contract Award with Kandu Construction, Inc. for Fire Station No. 1 Bunk Room Renovations (Bid 19-55)
Date: November 25, 2019

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a contract for the Fire Station No. 1 Bunk Room Renovations (Bid 19-55) with Kandu Construction, Inc. (8055 N. Ridgeway Ave., Skokie, IL), in the amount of $83,000.

Funding Source:
Funding will be provided from the Capital Improvement Program 2019 General Obligation Bonds (Account No. 415.40.4119.65515 - 619007). This account has an FY 2019 budget of $150,000, of which $142,100 is remaining.

Council Action:
For Action

Summary:
Fire Station No. 1 was built in 1998. The living quarters of the fire station include a bunk room with low partition walls for the individual rooms. The access to the individual rooms is through wall openings without doors. In addition, the HVAC system for the bunk room does not evenly heat/cool the space.

As more women firefighters and paramedics are becoming active in the workforce, individual privacy has become very important. The proposed project includes extending the walls between the individual spaces to 7'-6" high and adding doors to the access openings. The HVAC ductwork will also be adjusted to provide more comfortable living conditions.

Analysis:
On November 5, 2019 the City received bids from five contractors. The bids received are as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td>Kandu Construction, Inc.</td>
<td>8055 N. Ridgeway Ave., Skokie, IL. 60076</td>
<td>$83,000</td>
</tr>
<tr>
<td>Integrity Developers, Inc.</td>
<td>2604 N. Chapel Hill Road McHenry, Illinois 60051</td>
<td>$87,600</td>
</tr>
<tr>
<td>Structures Construction</td>
<td>2300 W. Diversey Ave. Chicago, IL. 60647</td>
<td>$97,600</td>
</tr>
<tr>
<td>Central Lakes Construction</td>
<td>749 Pinecrest Drive Prospect Heights, IL. 60070</td>
<td>$129,389</td>
</tr>
<tr>
<td>Ampol Group International, Inc.</td>
<td>521 Santa Rosa Drive Des Plaines, IL. 60018</td>
<td>$140,000</td>
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</table>

Staff has checked the references for Kandu Construction and found them to be satisfactory. A memo reviewing their compliance with the City's M/W/EBE program is attached.

Attachments:
MWEBE Fire Station No. 1 Bunk Room Renovations, Bid 19-55 - Attachment - Pdf
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sharon Johnson, Workforce Development Compliance Coordinator
CC: Hitesh Desai, Chief Financial Officer; Tammi Nunez, Purchasing Manager
Subject: MWEBE Fire Station No. 1 Bunk Room Renovations, Bid 19-55
Date: November 25, 2019

Recommended Action:
Staff recommends City Council accept and place on file the MWEBE memo for Bid 19-55 for the Fire Station No. 1 Bunk Room Renovations.

Council Action:
For Action: Accept and Place on File

Summary:
The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the Fire Station No. 1 Bunk Room Renovations, Bid 19-55, Kandu Construction Inc.’s total base bid is $83,000 and they will receive 9.6% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
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<tbody>
<tr>
<td>Uptown Painting &amp; Construction 6712 N. Clark Street Chicago, IL 60626</td>
<td>Painting</td>
<td>$8,100.00</td>
<td>9.6%</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$8,100.00</strong></td>
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Kandu Construction is requesting to receive a partial waiver for the remaining 15.4% of the MWEBE goal. Staff is waiting to confirm due diligence by the Contractor to support a partial waiver.
Proposal for The Management and Operation of Three Self-Park Facilities

RFP # 19-56

City of Evanston
Evanston, Illinois

Submitted to:
The City of Evanston
Purchasing Division, Room 4200
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201

October 24, 2019
Proposal for The Management and Operation of Three Self-Park Facilities

RFP # 19-56

The City of Evanston
Evanston, Illinois

Submitted to

The City of Evanston
Purchasing Division, Room 4200
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201

October 24, 2019
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<td>Addenda Acknowledgment ............................................................</td>
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October 24, 2019

Linda Thomas
Purchasing Specialist
City of Evanston
2100 Ridge Avenue, Room 4200
Evanston, IL 60201

RE: The Management and Operation of Three Self-Park Facilities;
Request for Proposal Number: 19-56

Dear Linda Thomas:

Thank you for taking the time to consider our response to the request for proposal for the three City of Evanston self-park facilities. As a leading national provider of municipal parking management services, SP+ is uniquely qualified to continue our partnership with the City of Evanston in order to provide cost-effective, first-class parking services that benefit your assets and the citizens it serves. We are, by far, the largest operator in the Chicago-land area and our level of corporate and administrative support and local knowledge cannot be matched.

Proposed 2020 Contract Price
We are eager to continue our role as a partner with the City of Evanston to develop and implement strategies to provide an overall parking experience that is geared to bringing business opportunities to the city. In recognizing the city's efforts in establishing what is a unique two year operating budget, SP+ has proposed a total contract amount for 2020 of $1,466,025 - which represents a more than 6 percent decrease from our current contract amount.

Management Fee
In order to further align SP+ with the city's efforts to provide exceptional municipal services while finding ways to keep costs low, included in our proposed contract amount is a management fee of $22,500 which represents a 25% decrease from our 2019 management fee.

M/WBE Percentage
It is the policy of the City of Evanston that all contracting and subcontracting opportunities utilize at least 25% Minority (or) Women Business Enterprises and Evanston businesses in the awarded contract. SP+ is dedicated to continuing our tradition in meeting or exceeding this requirement. Our proposal will utilize two subcontractors, Allpoints Security and Detective, Inc. (MBE) and Servon Group (WBE), to bring our total M/WBE percentage to 42.65% of the proposed contract amount.
City of Evanston’s Professional Services Agreement
As your existing vendor utilizing the provided City of Evanston’s Professional Service Agreement, you can rest assured that we are able to come to terms with a contract that incorporates past agreed upon language with some minor updates.

Municipal, County and State Tax Filing
In addition to the management of the three self-park facilities, SP+ also has the local experience and resources to file all state, county and municipal parking sales taxes for the City of Evanston. Locally, we provide this service for the City of Oak Park, Chicago Transit Authority, and City of Chicago Park District. If the city desires to have us provide this administrative service in 2020 there would be no additional management fees associated with this added service.

Security Enhancement
In order to enhance the safety and experience of parking in the City of Evanston, we have proposed a change to our security vendor as well as our security presence. If awarded the contract and with the cities approval, we would contract with AllPoints Security and Detective, Inc. as they have substantial security experience including local municipal clients like the City of Oak Park. Though their pricing is higher than our existing vendor, we feel the increased cost is warranted given the increased importance of their role in creating a safe and welcoming atmosphere inside the three self-park facilities. In addition to the recommended security staffing, and included in our total contract price, is the added presence of a roaming guard in a security vehicle to monitor all three self-park facilities on a daily basis.

Monthly Contract Efficiencies with Passport
SP+ works with Passport in other States and we able to do so here if a change to the monthly contract parker accounting is desired. If the City of Evanston decides to have Passport handle the administrative billing and collections for all monthly parking we would be able to reduce our total contract amount to reflect this change in reduced services we currently provide.

Our local team is experienced, innovative and excited to continue building on the success we have had with the City of Evanston at these locations. Please do not hesitate to call me to discuss the attached proposal.

Sincerely,

Robert Alva
Vice President, SP+ Corporation
B. QUALIFICATIONS & EXPERIENCE

QUALIFICATIONS & EXPERIENCE

B
B. QUALIFICATIONS & EXPERIENCE OF FIRM / TEAM

Legal Form of Organization and Contact Individual

Legal Name
Our official name is SP Plus Corporation. (d/b/a SP+ Municipal Services).

Corporate and Regional Offices

Corporate Headquarters
200 East Randolph Street, Suite 7700
Chicago, IL 60601
Phone: (312) 274-2000
Website: www.spplus.com
Find Parking at: www.parking.com

Chicago Regional Office
200 E. Randolph Street, Suite 5475
Chicago, IL 60601
Phone: (312) 274-2000

Contact Individuals
Robert Alva will be the contact person for this proposal and Steven Hammerschlag will be the contact person for the ongoing operation. Please see below for their full contact information.

Robert Alva
Vice President
200 E. Randolph St., Suite 5475
Chicago, IL 60601
Phone: (312) 274-2055
Email: ralva@spplus.com

Steven Hammerschlag
Regional Manager
225 N. Columbus Dr.
Chicago, IL 60601
Phone: (312) 233-0114
Email: shammerschlag@spplus.com

About SP+
SP Plus Corporation (NASDAQ: SP) provides professional services through its operating groups and service lines to property owners and managers in all markets of the real estate industry. Founded in 1929, the Company has 90 years of relevant parking experience.

SP+ COMPANY STATISTICS

- Employees: 23,000
- Total Facilities: 3,400+
- Total Spaces Managed: 2 Million
- Cities Operated in: 350
- Annual Gross Receipts: $4 Billion
- Airports Operated: 70
- Shuttles Operated: 825
SP+ operating groups include:

- SP+ Airport Services
- SP+ GAMEDAY
- SP+ Healthcare Services
- SP+ Hospitality Services
- SP+ Municipal Services

SP+ service lines include:

- SP+ Office Services
- SP+ Residential Services
- SP+ Retail Services
- SP+ University Services

**Portfolio of Services**

Our ability to deliver a portfolio of services as a single provider simplifies the administrative burden on our clients, enabling them to use the economic benefits of having a single relationship. Since our clients have only one reporting relationship to manage, we’re able to more effectively and efficiently deliver a range of services than typically possible through multiple providers.

We’re built on integrity and innovation, laser-focused on delivering the highest level of service to our customers and clients. We’ve set the industry standard in integrating new technologies, online interactive marketing programs, parking amenities and customer service programs, revenue control, financial reporting, expense containment, employee professionalism, and proactive management. Our operations maximize facility profitability while at the same time making parking a first-class, enjoyable experience. As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

**Organizational Structure**

SP Plus Corporation is headquartered in Chicago, Illinois. Our commercial operations are organized under six regions. Each region is headed by a Senior Vice President, along with regional offices to support all of its designated operations.
Local Chicago Experience

SP+ currently employs over 1,800 and manages approximately 360 locations in the Chicagoland area. The management team we have working on this project collectively has well over 100 years in parking and transportation services, and is made up almost entirely of lifelong Chicago area residents who have worked over the years to improve the overall experience of Chicago’s residents and guests across multiple venues.

Municipal Services Division

Working closely with municipalities through the parking privatization process, Our SP+ Municipal Services Division helps cities achieve their parking objectives without straining public resources or sacrificing customer service.

With the most experienced team of municipal parking experts in the country, we handle everything from parking facility planning to turn-key municipal parking operations. We specialize in providing a comprehensive set of on-site municipal parking management services that include staffing and training, revenue management, technology integration, and marketing programs—each of which are accompanied by stringent accounting and revenue control practices and procedures.

Working as consultants, our team of experts can provide parking layout recommendations that minimize traffic, reduce carbon emissions, and utilize energy-efficient technologies. For existing facilities, we can design and install graphics, lighting, and signage, and assist with the procurement of automated traffic and revenue control equipment. We can also provide financing for city equipment purchases.

SP+ is an Accredited Parking Organization

The International Parking & Mobility Institute (IPMI) has recognized SP+ as the first commercial parking operator to earn the Accredited Parking Organization (APO) with Distinction designation. This designation is reserved for the top 5% of parking organizations worldwide that demonstrate a comprehensive standard of excellence in our industry.

The APO benefit to the City of Evanston is the confidence and peace of mind that you have an operating partner who has demonstrated against a high standard that it has the right approach, mindset, and ability to perform at a high level and represent your organization professionally.

SP+ Municipal Services

SP+ Municipal Services, a division of SP Plus Corporation, offers a wide-array of parking management services backed by the collective capabilities we employ in operating approximately 3,400 parking facilities in over 350 cities throughout the United States and Canada, and collecting over $4 billion in annual gross receipts.

We manage parking (on and off-street), meter management and enforcement operations, provide maintenance services, and operate shuttle bus and ground
transportation operations serving airports and institutions throughout the United States and Canada.

A major focus of our company is the provision of parking management services to municipalities, institutions, and governmental agencies, and with over 200 such organizations as our clients, we are the most experienced municipal parking managers in the country. We have a dedicated Municipal On and Off-Street team that specializes in municipal parking operations.

Illinois Municipal Clients

While SP+’s operations are national in scope, our home has always been in Chicago. The Corporate Headquarters of SP+ is located in Chicago. We are by far the largest parking operator in the Chicago area with more than 1,800 local employees at over 360 locations in the City and surrounding metropolitan area. In addition to being the largest provider of parking management services in the Chicago Metropolitan Area, SP+ has been providing parking operations and project management, as well as related consulting services to municipal/government venues in the Chicagoland area continuously for over 30 years.

Through its dedicated Municipal Division (SP+ Municipal Services), SP+ currently provides revenue collection (typically parking & transportation related) services for more than 100 municipal agencies and clients throughout the United States. Highlighted below are some of the company’s most notable local public contracts:

The Chicago Metropolitan Area

- City of Chicago Department of Aviation (O’Hare and Midway Airports)
- McCormick Place
- Soldier Field
- The Chicago Park District
- The CTA
- METRA
- Village of Oak Park
- Cook County
- Millennium Park Garages
- Forest Preserve District of Cook County
- City of Evanston
Senior Management Oversight and Offsite Support Resources

Most of the above operations are managed by the same senior management group we plan to utilize for The City of Evanston project. This senior management includes:

- Jim Buczek, Chief Operations Officer
- Robert Alva, Vice President
- Steven Hammerschlag, Regional Manager
- Brian Laakso, Senior Manager
- Dan Rachi, Facility Manager

Corporate and Back-Office Administrative Support

Support Capabilities from our Corporate Headquarters

SP+ believes that in order to consistently deliver the services and products we promise our clients, we have an obligation internally to support our employees both nationally and locally. The Chicago Support Office (CSO) and Nashville Support Office (NSO) have long realized the best way to improve our operations is to solicit and listen to those closest to our product—the field employees. We support performance through our own investment in the training department by providing the communications programs, career development opportunities and measurement tools across the organization.

SP+ Municipal Services scope and strength as a leading national parking management company affords the resources to provide extensive operations, maintenance, administrative, technological, labor, financial and human resources support to our on-site management team.

Our National Support Group services include:

- Customer Service Programs
- Human Resources
- Labor Relations
- Risk Management
- Safety and Training
- Finance
- Legal Services
- Vehicle Procurement
- Logistics and Maintenance
- Technologies
- Strategic Planning
- Alternative Fuels
- Environmental Protection
- Facility Development and Maintenance
References

We have provided below references for a number of our current operations that are similar in scope to the City of Evanston parking operations. Client confidentiality prohibits us from providing precise contract values for the references provided. However, as a point of reference, annual operating expenses for the referenced facilities easily average over $2,000,000, with annual revenues averaging over $10,000,000.

National Client References

City of Miami Beach Parking Facilities – Miami Beach, Florida

**SP+** provides parking management for multiple parking garages and surface lots totaling over 8,000 off-street parking spaces serving the entertainment areas and beaches throughout the city.

Client Contact: Saul Frances
Title: Parking Department Director
Client: City of Miami Beach
Address: 755 Meridian Avenue
Miami Beach, Florida 33139
Phone: 305-673-7505
Email: saulfrances@miamibeachfl.gov
Service Dates: 2001 – Present

City of Richmond Parking System – Richmond, Virginia

**SP+** provides parking management for seventeen (17) city-owned parking facilities totaling 6,004 off-street parking spaces including facilities serving the 258,000-square-foot Richmond Convention Center, the 13,500 seat Richmond Coliseum and the Landmark Theatre. **SP+** also provides enforcement, of 1,500 paid and 5,000 time limited on-street parking spaces.

Client Contact: Lynne Lancaster
Title: Deputy Director of Parking & Mobility
Client: City of Richmond
Address: 900 E. Broad Street
Richmond, VA 23219
Phone: 804-646-6006
Email: lynne.lancaster@richmondgov.com
Service Dates: 2016 – Present
City of Oakland Parking Facilities – Oakland, California

SP+ (under the operating name of Oakland Parking Partners) provides parking management services for eight (8) garages and eight (8) surface lots totaling 4,068 parking spaces.

Reference
Client Contact: Michael Ford
Title: Manager
Client: City of Oakland
Phone: 510-238-7670
Email: mford@oaklandnet.com
Service Dates: 2014 – Present

City and County of Denver Parking Facilities – Denver, Colorado

SP+ provides parking management services for the Denver Performing Arts Complex Garage, the Denver Justice Center Garage, and the Cultural Center Garage totaling 3,311 parking spaces. These busy facilities serve city/county government offices, the county courthouse and jail and arts/entertainment venues.

Reference
Client Contact: Wady Burgos
Title: Program Administrator
Client: City and County of Denver
Address: 633 17th Street, Suite 1600
Denver, CO
Phone: 720-913-1790
Email: wady.burgos@denvergov.org
Service Dates: 2009 – Present
Local References

**McCormick Place Convention Center – Chicago, Illinois**

SP+ provides parking management services for McCormick Place. The operation contains multiple parking garages and lots totaling over 6,200 stalls that serve the largest convention center in the U.S. with over 2.6 million square feet of exhibition space. The facility is home to hundreds of events every year including the Chicago Auto Show. The operation also caters to various parks and numerous retail, entertainment, bars and restaurant destinations in the immediate area.

Our services at McCormick Place began in 1996 and the option periods on our current agreement extend through March of 2023.

**Reference**

Client Contact: **David Causton**  
Title: General Manager  
Client: SMG  
Address: 2301 South King Drive  
Chicago Illinois 60616  
Phone: 312-791-6155  
Email: dcauston@mpea.com  
Service Dates: 1996 - Present
Soldier Field and the Museum Campus – Chicago, IL

Soldier Field has over 6,000 parking spaces in 7 surface lots and 2 garages that service Soldier Field, the Huntington Bank Pavilion at Northerly Island, Burnham Harbor, and the Museum Campus (Field Museum, Shedd Aquarium, and Adler Planetarium). These facilities provide parking for the Chicago Bears and large scale events including but not limited to, concerts, MLS and International Soccer, Festivals etc.

SP+ provides a full suite of parking management services for our Soldier Field Operation. These services include event traffic planning, location security, custodial services, snow and plant maintenance. We use a variety of subcontractors at this location including, but not limited to:

- Monterrey Security
- A&R Janitorial
- Amano McGann (parking equipment)

Our services at Soldier Field began in 1994 and the option periods on our current agreement extend through March of 2023.

Reference
Client Contact: Tim LeFevour
Title: General Manager
Client: Soldier Field - SMG
Address: 1410 Museum Campus Drive
         Chicago, IL 60605
Phone: 312-235-7000
Email: tlefevour@soldierfield.net
Service Dates: 1994 - Present
Millennium Park Garages – Chicago, IL

With over 9,000 parking spaces the Millennium Park Garages create the world’s largest underground parking system. The four garages making up the system, Grant Park North, Grant Park South, Millennium Park, and Millennium Lakeside, service Millennium Park, Maggie Daley Park, the Jay Pritzker Pavilion, Buckingham Fountain, the Art Institute and hundreds of nearby businesses and residents. The parks above the garages host some of the largest events held each year in Chicago such as Lollapalooza, the Chicago Marathon, and Taste of Chicago. In addition the Millennium Park Garages also provide overflow parking for larger McCormick Place events like the Chicago Auto Show.

**SP+** provides a full suite of parking management services at our Millennium Park locations. These services include event traffic planning, location security, strategic planning, custodial services, marketing, and sales. We use a variety of subcontractors at this location including but not limited to:

+ Monterrey Security
+ Hub Parking (parking equipment)
+ A&R Janitorial

Our services at the Millennium Garages originally began in 1996, but were interrupted in 2006 when the City and Park District sold the operating rights to them under long term concession agreement. **SP+** resumed operation of these parking facilities in 2016, and the option periods on our current agreement extend through August of 2022.

**References**

**Client Contact:** Olivier Laganière  
**Title:** Vice President  
**Client:** Northleaf Capital Partners  
**Address:** 79 Wellington Street West  
6th Floor, Box 120  
Toronto, ON M5K 1N9  
**Phone:** 416-477-6713  
**Email:** olivier.laganiere@northleafcapital.com

**Client Contact:** Andrew Kirby  
**Title:** Vice President  
**Client:** AMP Capital Investors (US) Limited  
**Address:** One Bryant Park, 40th Floor,  
New York, NY 10036 USA  
**Phone:** 212-223-7740  
**Email:** andrew.kirby@ampcapital.com  
**Service Dates:** 1996-2006; 2016 - Present
Chicago Park District – Chicago IL

**SP+** has been managing public parking operations for the Chicago Park District (CPD) continuously since 1993. The services that **SP+ Municipal Services (SP+)** provides for the CPD were expanded in 2009 to include installation, operation, management and maintenance of new Pay-and-Display parking operations up and down Chicago’s lakefront at locations. The parks serviced by our operations service millions of visitors each year.

These operations currently include a combined total of over 115 Digital Payment Technologies Pay-and-Display meter units at approximately 22 different parking locations, 4 gated/hourly fee/permit parking lots with a combined total of approximately 5,100 parking spaces, and 6 Pay-and-Display meter unit boat launches.

**SP+** provides a full suite of parking management services at our Chicago Park District locations. These services include event traffic planning, location security, strategic planning, custodial services, marketing, and sales. We use a variety of subcontractors at this location including but not limited to:

+ Monterrey Security
+ A&R Janitorial
+ Automated Parking Equipment

Our current management agreement with the Park District was just renewed for a 10 (ten) year initial period in October of 2015. If the Park District should choose to exercise their options for additional years, this current agreement could run through September of 2030.

**Reference**

Client Contact:  **Steve Lux**  
Title:  Chief Financial Officer  
Client:  Chicago Park District  
Address:  541 North Fairbanks Court  
          Chicago, Illinois 60611  
Phone:  312-742-4761  
Email:  steve.lux@chicagoparkdistrict.com  
Service Dates:  1993 - Present
United Center – Chicago IL

SP+ provides parking management services for Chicago’s United Center - home to the Chicago Bulls and Chicago Blackhawks. The United Center has a capacity of 23,500 and hosts over 200 events each year. With a staff of 100 employees, SP+ operates more than 6,000 parking spaces in the lots surrounding the United Center. SP+ provides parking management services, event traffic planning, location security, snow and ice control at the United Center.

SP+ has managed the parking operations at the United Center since the venue opened in 1994 and prior to that, SP+ managed the parking operations for the Chicago Bulls and Chicago Blackhawks since 1990.

Reference
Client Contact: Howard C. Pizer
Title: Executive Vice President
Client: Chicago Bulls
Address: 1901 W. Madison Street
Chicago, Illinois 60612
Phone: 312-674-5501
Email: HPizer@unitedcenter.com
Service Dates: 1990 - Present

Guaranteed Rate Field – Chicago IL

Guaranteed Rate Field is home to the Chicago White Sox. SP+ has managed the parking for Guaranteed Rate Field (formerly U.S. Cellular Field) since it opened in 1991, and prior to that SP+ operated the parking operation at Comiskey Park (located across the street) since 1986. SP+ operates all of the lots servicing the ballpark which total approximately 7,500 parking spaces. The operation has a staff of 80 employees.

SP+ provides parking management services including event traffic planning.

Reference
Client Contact: Howard C. Pizer
Title: Executive Vice President
Client: Chicago White Sox
Address: 333 West 35th Street
Chicago, Illinois 60616
Phone: 312-674-5501
Email: HPicture
C. AREA / REGIONAL MANAGER(S)

SP+ is confident that no other parking management firm can match the management support that SP+ provides to its employees in the field. Our philosophy of providing the highest level of customer service and operations is achieved with our management team structure and our award winning training and development programs. The management team will consist of the following individuals:

Local and Regional Management Team

Robert Alva, CPP – Vice President / Regional Manager
Robert Alva has been with SP Plus Corporation for 24 years and has a total of 30 years of parking experience. He is currently responsible for the budget preparation and day-to-day management for the Commercial/Retail and Transportation Division in Chicago, Milwaukee, and Madison.

His operational experience has been primarily in residential and commercial mixed-use properties specializing in offsite remote management operations. He has supervised properties such as 900 North Michigan Self Park, Aon Center, Aon/Prudential Shuttle, Greenway Self Park, and 1 K Fulton's garage and shuttle operation.

✦ 30+ years of parking management experience
✦ Certified Parking Professional (CPP) by the National Parking Association
✦ Member of BOMA Chicago

Steven Hammerschlag – Regional Manager
Steven Hammerschlag joined SP+ in 2009 as the Facility Manager of the AMA Garage, and is now responsible for a portfolio of 32 facilities in the Chicagoland area including Olympia Center, 300 East Randolph, 1K Fulton and 353 North Clark. His current operational duties include facility level profit and loss statement analysis and operational consultation and support. Mr. Hammerschlag's 11 years of parking industry experience includes automated self park and transportation operations management for multiple Class A office buildings in downtown Chicago.

✦ 11 years of parking management experience
✦ Bachelors of Arts in History and Political Science from The College of Wooster in Wooster, Ohio in 2008.
✦ Received his Masters of Science in Real Estate from the Marshall Bennett Institute of Real Estate at Roosevelt University in 2017.
Brian Laakso – Senior Manager
Brian joined SP+ in 2019 as a Senior Manager and is responsible for a portfolio of seven facilities in the Chicago area, including the Aon Center, 191 Wacker Drive, Boeing’s Chicago Headquarters at 100 North Riverside Plaza and Greenway Self Park. His current operational duties include multi-site facility management, profit and loss statement analysis, and customer service improvement through operational and structural changes. Brian’s parking experience includes valet, automated self park and transportation operations management. Brian began his parking career in 2017 in Houston running a group of successful operations including the Wells Fargo Plaza, the largest all glass structure in the Western Hemisphere.

- Masters of Science degree in Kinesiology from Indiana University’s School of Public Health in Bloomington, Indiana
- Bachelors of Science degree in Sports Management from Indiana University

Dan Rachi – Facility Manager
Dan Rachi joined SP+ in 2003 and is responsible for the three City of Evanston parking facilities. In his current role, Dan has operational duties that include personnel administration, client and customer facing support and analysis of the various parking facilities’ performance. Mr. Rachi’s 12 years of parking industry experience includes the operations management of several parking facilities including 500 Davis in Evanston, and The Lincoln Park Zoo in Chicago.

- 12 years of parking industry experience
- Bachelor of Fine Arts in Sculpting from Missouri State University

Regional Marketing Manager

Eric Swanson – Regional Marketing Manager
Eric Swanson joined SP+ in September 2016 as Regional Marketing Manager and is based in our Chicago Regional Office. Prior to joining SP+, Eric worked in a variety of digital and traditional marketing roles in organizations such as HUB International, Morgan Stanley, HSBC, and TransUnion. He creates and implements marketing programs designed to identify new business opportunities, drive incremental revenue, and grow existing client business. He also manages regional interactive and traditional marketing activities including paid search, email marketing, social media, search engine marketing, collateral development, content creation, and more.

- 15+ years of marketing and account management experience in the financial services, mortgage, insurance, and education industries
- Oversees regional marketing programs for our operations in Illinois, Kansas, Michigan, Minnesota, Missouri, Nebraska, Wisconsin, and Eastern Canada.
- Honors Bachelors of Science Degree in Marketing and Human Resources from Marquette University
- Completed more than half of the required coursework in pursuit of his MBA at DePaul University
Executive Management Team

Marc Baumann – President and Chief Executive Officer
Marc Baumann became president in March 2014 and chief executive officer in January 2015. He previously had served as chief operating officer from March 2014 until January 2015, as president of urban operations from October 2012 until March 2014, and as executive vice president, chief financial officer and treasurer from October 2000 until March 2014. Prior to joining the Company in October 2000, Marc was chief financial officer for Warburtons Ltd. in Bolton, England.

+ 17+ years of parking management experience
+ B.S. Degree from Northwestern University
+ M.B.A. Degree from the Kellogg School of Management at Northwestern University
+ Certified Public Accountant

Robert Toy – President of Commercial Operations
Rob Toy has held many operating roles with the Company and currently serves as President of Commercial Operations. Rob began his career with the Company in 1999 as executive vice president of USA Parking System, Inc., a wholly-owned subsidiary. Previously, Rob was chief operating officer for Denison Parking and national operations director for Republic Parking.

+ 36+ years of parking management experience
+ Member of the National Parking Association
+ Member of the International Parking Association

James F. Buczek – Chief Operations Officer, Commercial Operations
Jim is responsible for SP+’s Commercial Operations in the U.S. and Canada. Based in our Chicago Office, Jim has overall responsibility for over 3,100 facilities in his group including direct responsibility for the Chicago market. Jim originally joined the company in 1989 as an Accounting manager, overseeing the company’s revenue reporting, auditing and accounts receivable groups.

Prior to joining SP+ Jim was with Pathway Financial, where he served as Manager of Commercial Lending and Financial Analyst. He received both a Bachelor’s and Master’s Degree from DePaul University in Chicago, with concentrations in Marketing and Finance. While attending DePaul, Jim managed parking operations for the Chicago White Sox.

+ 29+ years of parking management experience
+ Bachelor’s Degree and Master’s Degree from DePaul University
+ Serves as a trustee for the Parking Industry Labor Management Committee
+ Board Member for the Illinois Hotel and Lodging Association, Chicago Loop Alliance and Chicago Police Memorial Fund.
D. FEES

The following page contains SP+’s Price Cost Forms for the City of Evanston’s Three Self-Park Facilities as required by the RFP.
### Price/Cost Form
Operator: SP Plus

#### Operating Expenses:

<table>
<thead>
<tr>
<th>MANPOWER EXPENSES</th>
<th>Church</th>
<th>Maple</th>
<th>Sherman</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Payroll Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll Wages &amp; Salaries</td>
<td>$122,993</td>
<td>$122,993</td>
<td>$122,993</td>
<td>$368,978</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$10,134</td>
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<td>$10,134</td>
<td>$30,403</td>
</tr>
<tr>
<td>Healthcare &amp; Welfare</td>
<td>$57,755</td>
<td>$57,755</td>
<td>$57,755</td>
<td>$173,265</td>
</tr>
<tr>
<td>Workers’ Comp Insurances</td>
<td>$7,343</td>
<td>$7,343</td>
<td>$7,343</td>
<td>$22,030</td>
</tr>
<tr>
<td>Uniforms</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Direct Payroll</strong></td>
<td>$198,225</td>
<td>$198,225</td>
<td>$198,225</td>
<td>$594,676</td>
</tr>
</tbody>
</table>

| **Subcontracted Payroll Expenses** |        |       |         |       |
| Security/Traffic Control | $198,736 | $198,736 | $198,736 | $596,208 |
| Maintenance | $9,744 | $9,744 | $9,744 | $29,232 |
| **Total Subcontracted Payroll** | $208,480 | $208,480 | $208,480 | $625,440 |

| **TOTAL MANPOWER EXPENSES** | $406,706 | $406,706 | $406,706 | $1,220,117 |

| **OTHER EXPENSES** |        |       |         |       |
| Data Processing & Accounting | $7,452 | $17,388 | $16,146 | $40,985 |
| Tickets & Printing | $1,727 | $4,030 | $3,742 | $9,500 |
| Office Supplies | $909 | $2,121 | $1,970 | $5,000 |
| Signage & Traffic Control Supplies | $1,267 | $1,267 | $1,267 | $3,800 |
| Janitorial Maintenance Supplies | $0 | $0 | $0 | $0 |
| Maintenance Equipment | $1,368 | $1,368 | $1,368 | $4,104 |
| Security Vehicle (if necessary) | $0 | $0 | $0 | $0 |
| Liability Insurance | $9,072 | $21,168 | $19,656 | $49,896 |
| Customer Claims & Losses | $0 | $0 | $0 | $0 |
| Painting/Striping | $0 | $0 | $0 | $0 |
| Snow Removal | $0 | $0 | $0 | $0 |
| De-icing Chemicals | $0 | $0 | $0 | $0 |
| Replenishment of Pay Stations | $0 | $0 | $0 | $0 |
| Power Washing | $0 | $0 | $0 | $0 |
| Miscellaneous | $36,708 | $36,708 | $36,708 | $110,123 |
| **TOTAL OTHER EXPENSES** | $58,503 | $84,049 | $80,856 | $223,408 |

| **Total Operating Expenses** | $465,208 | $490,755 | $487,562 | $1,443,525 |
| **Management Fee** | $7,500 | $7,500 | $7,500 | $22,500 |
E. CONTRACT

The RFP and sample Professional Services Agreement have been reviewed by our Legal and Risk Management Departments. They have noted the following exceptions to the agreement that would prevent our firm from executing it.

Exceptions to Specifications

Scope

Section 2.5 – Employee Bonding Requirement (p.8)

The RFP requires SP+ to ensure employees are properly bonded.

- SP+ does not maintain individual fidelity bonds, but does maintain a master crime policy with an Employee Dishonesty insuring agreement - our coverage provides broader protection than that required by the City of Evanston.

Insurance

Section 3 – Insurance AM Best Requirements (p. 11)

- Regarding the AM Best requirements, SP+ requests that the limit be adjusted to the industry standard of “A-: VIII”.

Exhibit J.V.J – Insurance (p. 40)

- SP+ will provide all applicable certificates of insurance and endorsements, but not the policy.

Termination

SP+’s Termination Rights

The RFP is silent on SP+’s right to terminate.

- SP+ should have the right to terminate the contract for the City's breach and failure to cure within 10 days for a monetary breach or within 30 days for a non-monetary breach.

City's Termination Rights - (RFP, Section 11(F) and Sample Contract, Section V(C))

- SP+ should be provided 30 days’ prior written notice for a termination for convenience, and a cure period for any breach (10 days for monetary breach or 30 days for non-monetary breach). Also, if there is any emergency or threat to life, safety or welfare, the City should not have the right to terminate without notice, but only have the right to
suspend the contract, and City should still be required to pay SP+ for its operating expenses (the management fee may be abated if SP+’s services are suspended).

Sample Contract and General Terms & Conditions

Void. Throughout the Sample Contract (i.e., Section V(A); Section V(J), Page 46, etc.)

If SP+ does not comply with the agreement terms, provides false information, or does not maintain the requisite insurance, etc., the City may deem the agreement “void.” The word “void” is problematic.

✦ SP+ requests that the word “void” be substituted with the word “terminate” wherever it appears.

Payment Terms - Payment Terms (RFP, Section 11.0(I)) (p. 16)

Payment terms are in accordance with the Illinois Local Government Prompt Payment Act.

✦ SP+ would like to add the actual language into the contract.

Indemnity - (a) RFP Indemnity Provision (RFP, Section 11.0(D)) (p. 15, 39)

SP+ will only hold the City harmless from costs or claims arising from SP+’s acts or omissions. In addition, typically indemnities state that the indemnifying party must defend, indemnify and hold harmless. In this case, the language only states that the indemnity must “hold harmless.”

✦ SP+ requests the inclusion of the words “indemnify” and “defend”. (b) Sample Contract Indemnity Provision (Sample Contract, Section V(I)): The first paragraph of this section is acceptable from a legal standpoint. However the second paragraph needs to be deleted in its entirety.

Most Favorable Terms (Sample Contract, Section VIII(G) (p. 44)

✦ This provision is inconsistent with the type of services provided by SP+, and it would be extremely difficult for SP+ to comply.

Work Product (RFP, Section 11(H)) (p. 16)

All discoveries and documents produced as a result of the service shall become property of the City.

✦ At a minimum, any transfer of ownership rights to the City should be limited to tangible deliverables that are created specifically for the City under the contract and should exclude SP+’s pre-existing intellectual property.
Removal of Employees (Sample Contract, Section V(A)) (p. 36)

- The removal of any employee must be in compliance with all laws and in accordance with any collective bargaining agreements that are in place.

Inspections (RFP, Section 2.0 (3)) (p. 9)

- SP+ is not responsible for fixing structural issues. We request confirmation from the City that any patrol is from the perspective of a parking operator and not that of an engineer or architect.

Attorneys’ Fees (Sample Contract, Section V(Q)) (p. 16)

In the event of a dispute commenced by the City, SP+ is required to reimburse the City for its attorneys’ fees as part of its judgment against SP+.

- SP+ requests confirmation from the City that this will only apply if the City is determined to be prevailing party for the claim and all related claims.

Audit (Sample Contract, Section V(H)) (p. 38)

- SP+ will exclude any confidential information from permitted records to audit. We propose that SP+ only be required to pay for the audit if expenses are overstated by 3% on an annualized basis, and SP+ have the right to dispute any audit results.

Confidentiality (RFP, Section 11.0(A) and Sample Contract, Section V(K) (p. 40)

- SP+ has confidentiality obligations and will hold for a period of 3 years after the term of the agreement. In addition, we request to exclude from the definition of confidential information.

Per the RFP instructions any and all exceptions to the agreement (as listed above) can be found on Exhibit J – Professional Services Agreement Acknowledgement Page in the Exhibits section at the end of this proposal.
F. ADDITIONAL REQUIREMENTS

ADDITIONAL SUBMISSION REQUIREMENTS
SP+ Marketing Capabilities

Marketing Support That Drives Traffic & Revenue

The SP+ Marketing Commitment

SP+ has made significant investments in resources to support marketing efforts on behalf of its clients. In addition to advanced system platforms and marketing capabilities, SP+ has assembled an internal marketing team whose members have significant experience in direct-to-consumer marketing. SP+ digital marketing team members have gained their knowledge working for major corporations across multiple industries. In addition, SP+ has contracted with external support agencies to ensure access to the latest technology and capabilities.

The combined efforts of SP+ Marketing Services and SP+ Field Operations will provide the City of Evanston with a strong direct-to-consumer front-end marketing engine, coupled with superior at-facility operations that will maximize performance and revenue.

Parking.com

SP+ owns and operates the most memorable and customer-friendly consumer parking website: Parking.com. The City of Evanston is prominently listed on Parking.com, allowing the three self-park facilities to be presented to consumers conducting parking searches for nearby destinations.

Website placements will provide increased exposure for the facilities, and will be supported by SP+’s promotional activities. The promotional activities provide increased consumer impressions and include search engine optimization, pay-per-click advertising, local listings, social media, email marketing, and 3rd party applications. In addition, local partnerships and linking programs will be used to supplement these activities to further increase exposure.

The City of Evanston has a dedicated location page on Parking.com that communicates all the necessary location information including address, hours of operation, rates, payment options, and directions. In addition, the City of Evanston is included in site search results, and listed as a parking option on the appropriate destination pages for nearby attraction, hotels, events, entertainment, sporting venues, and more. Location-specific promotions supported with unique offers and discounts can also be utilized to drive incremental traffic and revenue.
Parking.com Apps and Responsive Mobile Website

The Parking.com mobile app provides a unique user interface while the responsive design mobile website delivers an improved user experience, enabling SP+ to provide the access necessary for today’s mobile society.

With a major portion of consumers accessing information and conducting ecommerce through their mobile devices, companies must provide an exceptional mobile experience.

With GPS-based location identification, take-me-there turn-by-turn directions, address search, and “where I parked” reminders, the mobile app and responsive design website will allow for high-quality real-time access to the City of Evanston facilities.

In addition, in-app access to online sales capabilities provides for real-time pre-purchase of parking for the on-the-go consumer.

A unique feature also available to SP+ customers is the ability to access their monthly parking account directly through the mobile app. Monthly parkers can view their statement, pay their bill, and update their monthly parking account through the app.

The City of Evanston is on the Parking.com mobile platforms, placing it front-and-center with the on-the-go mobile consumer.

Custom Client Parking Guides

For those clients who desire to have a website presence for their parking operations beyond Parking.com, SP+ Marketing Services can develop a standalone custom parking guide. These custom-built guides are developed exclusively with the client’s needs in mind, and provide a strong online brand presence for the parking facilities.

Through a combination of well-developed location information, feature-rich functionality, destination-focused content, and an exceptional user experience, SP+ Marketing Services will develop a website that delivers traffic and revenue to the facilities.

Custom parking guides have been implemented across multiple industry segments including: Municipal, Airports, Mix Use, Offices, Retail, and Residential. Parking guides can be designed with a unique look or can incorporate the specific design elements of the client’s current website.

SP+ can work with the City of Evanston to determine if a custom parking guide is an appropriate option.

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RFP: # 19-56 – The Management and Operations of Three Self-Park Facilities – City of Evanston, IL
Digital Marketing
Understanding that current behavior has resulted in a significant shift to consumers searching for information online, SP+ has implemented a number of digital marketing programs designed to attract leads and generate sales for its clients. Currently, SP+ manages digital marketing programs in support of client locations on Parking.com as well as standalone campaigns designed to exclusively support individual client locations.

Search Engine Optimization (SEO)
Utilizing trained internal resources, external agency expertise, and the latest in SEO software, our marketing team will utilize proven tactics to improve quality scores and deliver high organic search rankings for the City of Evanston. Through the development of well-defined website tagging, rich website content developed through keyword search analysis, and partner linking strategies, SP+ Marketing Services will ensure increased visibility through organic search results.

Local Listings (Yext)
Local listings play an important role in delivering drive-up traffic to a parking facility. Partnering with Yext, SP+ Marketing Services handle the ongoing management of City of Evanston parking listings.

The SP+ Marketing Services team will publish a listing for the City of Evanston, correct all listing content, and ensure the data is accurately maintained in Google My Business, maps, GPS services, over 70 directories, and major search engines including Google, Apple, Yahoo, and Bing.

Paid Search Marketing
The combination of paid search marketing, search engine optimization, and local listings has proven to be a powerful approach for increased visibility and traffic generation. SP+ has developed an integrated strategy that leverages these capabilities.

With the support of an external agency, SP+ Marketing Services professionals will develop pay-per-click campaigns that increase search traffic to its parking platforms. The campaigns focus on destinations and activities that drive parking behavior and support the specific needs of client facilities.

To support these efforts, extensive keyword analysis coupled with competitive assessments will assist the team in developing high-performing campaigns.

Local attractions and popular destinations will also be assessed to determine their value in driving parkers to your facilities. Attractions
throughout Downtown Evanston will be integrated into the campaigns and the appropriate attraction pages will be added to Parking.com, as well as the City of Evanston customer parking guide, if one is developed.

### Social Media

Understanding the growing need to participate in social media, SP+ has developed national and city-targeted campaigns, as well as market segment programs to effectively leverage this important channel. Through the development and implementation of Facebook and Twitter campaigns, our marketing and local field operations teams have gained significant experience for supporting these efforts.

In addition, SP+ Marketing Services has implemented Facebook ads and social media engagement campaigns that have generated Facebook likes and followers on Twitter. Through effective use of social media tactics SP+ has also developed sales strategies that have proven effective in this unique consumer channel.

**SP+** will work with the City of Evanston to identify the appropriate social media applications that best support business objectives and social strategies, and will collaborate with the City of Evanston to develop integrated activities consistent with your overall strategy.

### Email Marketing

While social marketing channels have generated significant attention as a cost-effective way to reach consumers, email marketing continues to be the consumer channel of choice for receiving offers.

**SP+** Marketing Services has developed sophisticated email marketing support capabilities to drive consumer education and behavior.

Through consumer self-selection and effective targeting, **SP+** has developed email marketing programs that drive results for its clients. Messaging can be delivered through aggregated Parking.com emails or can be customized to meet the individual needs of a client.

**SP+** Marketing Services will work with the City of Evanston to develop an email marketing strategy designed to engage consumers and drive desired results.
3rd Party Applications

With the penetration of smartphones, and their value in supporting navigation capabilities, use of navigation apps on mobile devices has increased significantly. An analysis of these users has identified that the applications can be a significant source of drive-up traffic to a parking facility.

Waze is a popular social-based navigation app widely used across most major cities. SP+ Marketing Services, in collaboration with Waze, has identified effective strategies for utilizing listings, pin placement, and offers available in the app to drive consumer behavior. The City of Evanston will be assessed for placement on the Waze platform in support of incremental revenue generation. Metrics will be available to track impressions, clicks, navigations, and cost-per-navigation to the location.

Online Sales

For many parkers knowing a spot is waiting for them when they reach their final destination is a comforting thought. Whether attending an important business meeting, the theater or a museum, or trying to make a dinner reservation, pre-purchasing a space can be an advantage.

SP+ can provide City of Evanston parkers with pre-purchase options for both daily and event parking. Online sales capabilities are available on the mobile app and websites, allowing users to conveniently pre-purchase parking from their home or office, as well as on-the-go via their mobile phone or tablet.

For added convenience consumers can pre-purchase their parking while in route. For mobile uses, parking passes are delivered to their devices and can be scanned directly from them with the appropriate at-location equipment.

In addition to event and daily sales, SP+ can also provide online sales to support monthly parking. Through a user-friendly experience, SP+ will present the monthly parking options available at the City of Evanston and allow the customer to seamlessly purchase their parking online.

In addition to online sales through the Parking.com platform, SP+ will analyze and develop expanded distribution channel strategies specifically designed to assist client locations in maximizing traffic and revenue.

SP+ will assess and implement an integrated distribution channel approach that takes advantage of a diverse mix of internal and external channel options. After careful analysis and assessment of the local market, area competition, and channel options available, SP+ will identify the channel mix that will be most effective in supporting marketing and sales of parking for the City of Evanston. Recommended channels may include:
• Parking.com
• Custom Client Parking Guide
• 3rd Party Parking Websites – SpotHero, ParkWhiz, and Parkmobile
• Client Websites

Linking Programs
Website links play an important role in driving website traffic. In addition to the direct traffic generated through partner linking programs, they increase Google quality scores and result in improved organic search rankings. SP+ Marketing Services has developed aggressive linking strategies, as well as local merchant programs that give businesses access to a downloadable parking widget for placement on their websites.

These programs have resulted in links between Parking.com and a network of partner websites, delivering increased site visibility and improved organic search results. In addition, similar linking strategies and tactics will be used to support a custom parking guide if implemented.

The local SP+ Operations Team can work with building tenants and local area businesses to develop linking programs that will directly support the City of Evanston.

Enhanced User Experience - Technology Integration
The expanded feature functionality available through smart phones has enabled the delivery of enhanced consumer experiences. SP+ has implemented value-added consumer programs that leverage these capabilities to provide an improved experience.

Using the “Where I Parked” feature in the Parking.com app or QR codes posted at the City of Evanston facilities, SP+ can provide parking reminders in strategic locations to ensure customers remember where they parked and can easily find their way back to the facility.
Creative Services
In addition to digital marketing programs, SP+ Marketing Services can also support the visual appearance and parking promotion at the City of Evanston.

Leveraging its in-house creative services team, SP+ will not only improve the signage that supports promotion of parking at the City of Evanston, it also can help to improve the overall appearance of the parking facilities with redesigned sign packages and enhanced creative design components. Packages can be themed and designed to provide a custom look for the facilities, providing a unique user experience.

In addition, working directly with the client, SP+ will provide support for printed promotional collateral that can be distributed at the location.

The SP+ creative services team, working in collaboration with SP+ Field Operations and the City of Evanston management team, can develop effective signage and printed materials that deliver traffic and revenue.

Executions include garage posters, promotional fliers, take-one displays, and garage murals. In addition, advanced capabilities such as text links and QR codes can be integrated into the materials, allowing for expanded up-to-date content promotion.

Logistical Support
Utilizing its multiplatform capabilities, SP+ can provide logistical support to clients for both parking and traffic flow in and around a facility or across a city. Utilizing online information that informs visitors of the best places to park for the various destinations, mobile device platforms that offer real time access to turn-by-turn directions, and custom routing capabilities that can be integrated into the online sales process, SP+ can provide logistical support as part of its marketing and promotion solutions. These activities not only provide logistical support within the city, they also improve the overall parker experience.
Remote Parking Management Overview

RMS is the leader in Centralized Parking Management. Remote Management Services, which fully integrates with most major parking equipment systems, is currently used at garages in all regions of the country—ranging from healthcare facilities and office buildings to retail and entertainment venues.

It is one of today’s most powerful tools to control and manage an operation’s daily, monthly, and validation revenue streams. Locations that converted to Remote Management Services experienced revenue increases of up to 30%, by eliminating cashiers and centralizing onsite financial reporting and management. Clients have daily access to business activity data, and Remote Management Services’ round-the-clock coverage improves service and extends operating hours, which can generate more revenue.

*Please view the brief videos below, which provide excellent information on how our Remote Management Command Center functions and how it supports a higher level of customer service at the facilities it serves.*

Remote Management Services at Work

**Technology that’s Transforming the Parking Business**

Remote Management Services adds an array of IP cameras and T1-connected voice to all customer interaction points, including entrance and exit lanes, pay-on-foot stations, pedestrian access points, and elevators. The parking garage is connected and integrated with Remote Management Services’ Command Center in Austin, Texas, where all car movements and transactions are monitored by its analytic tools.

Command Center Customer Service Specialists are available to handle individual customer needs. Calls appear on Command Center monitors, while an integrated video system allows specialists to interact directly with customers and immediately resolve a service issue through the access and revenue control system, or by dispatching a local Customer Service Ambassador.
Maximizing Your Automation Investment

While there are significant benefits to be gained from automating parking facilities, in many cases, the original return on investment objectives have not been met and/or the investment has not been fully leveraged.

Remote Management Services solutions are designed to deliver on the three critical components of an automation investment:

- **Cost Reductions**
  RMS solutions allow our clients to maximize the cost savings from their automation investments. RMS' tiered solutions provide clients the opportunity to choose the level of remote management that best fits their operations and needs.

  Utilized today across diverse parking venues, RMS solutions allow SP+ clients to maximize their labor and cost reductions while improving service levels and revenue capture.

- **Revenue Enhancement**
  Maximizing revenue is an important step in improving the bottom line. While automation has been proven to be a significant factor for achieving this objective, Remote Management Services solutions allow clients to maximize revenue opportunities. From online monitoring of facilities to robust solutions that allow full-time, off-site management of parking operations, RMS solutions are designed to ensure that revenue loss is minimized through accurate revenue and exception management.

- **Service Level Improvements**
  Improved customer service and increased customer satisfaction are important objectives for any business to maintain or enhance its brand. Automation and quality of service are often in conflict with each other, which is a significant reason why automation levels do not achieve their original return expectations. RMS solutions connect customers to best-in-class customer service support 24/7, and a local staff which is available for on-site support to ensure the highest quality service level for your customers.

**Command Center (HUB)**

Using Command Center professionals, RMS allows for the management of all exception transactions. Specialists provide aggregated exception counts along with a detailed exception issues log for more accurate tracking and reporting of exception transactions. By integrating with the POS system, RMS allows processing of lost and unreadable tickets to ensure maximum revenue capture.

In addition, centralized monitoring and reporting of all exception transactions ensures accurate tracking that can be used to develop action plans to reduce or eliminate lost revenue.
Financial Reporting

Client View® Financial Reporting

Client View®, our fully-secured Internet-based system, gives clients the flexibility and convenience to access and download monthly financials and detailed backup reports, including:

- **Statement of Revenue and Expense**
  - Employee name
  - Pay date
  - Hours worked
  - Total earnings (regular and overtime)
  - Employer payroll taxes
  - Workers compensation cost

- **Labor Analysis Report**
  - Revenue data by day
  - All revenue types (transient, meter, monthly, validation, coupon, miscellaneous)
  - Sales tax data
  - Average ticket data
  - Tickets issued
  - Tickets collected
  - Weekly and monthly summaries

- **Revenue Summary Report**
  - General journal reference
  - Vendor reference
  - Invoice number

- **13-Month Trend Analysis**

The system also provides line item drill down capability (general ledger detail, vendor reference and scanned image of invoices), rolling 24-month historical data and the ability to convert reports to Microsoft Excel files.
Financial Reports
State-of-the-art information systems allow us to supply all the information you need to stay on top of facility performance. We can provide standard monthly reports covering:

- Budgets by month, quarter and year
- Monthly P&L reporting vs. budget by month, quarter, and year
- Revenue detail reporting
- Payroll, overtime, benefit detail reporting
- Insurance claim analysis reporting
- Monthly ledger detail reporting
- Invoice copies
- Online inquiry between corporate and local offices

Securities Exchange Act & Sarbanes-Oxley (SOX) Compliance, Certification
As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

Under the direction of our Board’s Audit Committee, our Internal Audit Department plays an instrumental role in ensuring that the company meets these standards. The Department’s work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operating effectiveness. The Internal Audit Department also oversees identification and testing of the company’s entity-level controls, including the company’s Code of Ethics and other high-level controls that ensure the integrity of our business processes and financial statements.

Managing this process puts the Internal Audit Department in touch with virtually every aspect of our business and thus helps to assure our clients that their parking facilities have proper and effective control environments.

We completed an assessment of our internal controls over financial reporting as of the end of 2018, which were found to be effective and without material weakness. Our independent auditor, Ernst & Young, LLP, has completed its evaluation and testing of our internal control over financial reporting, and has issued its unqualified opinion supporting this conclusion.
Quality & Internal Controls

We have many programs designed to ensure timeliness and quality of the products we deliver to our clients.

**Monthly P&L Reviews**

We have a monthly P&L review process that requires each client statement to be reviewed by a staff accountant and Senior Manager. A higher level review also takes place with senior management that would reveal larger issues or irregularities.

**Contract Compliance Audits**

Contract compliance audits, performed annually by the Internal Audit Department, ensure that Staff Accountants are making the correct account entries, doing the necessary reconciliations and tying the statement back to the contract terms.

**Control Self Assessments**

Operations managers participate in our Control Self-Assessment (CSA) Program. Each quarter, management selects facilities that will participate in the CSA. Senior Managers are required to perform an extensive audit of the facility and enter their findings in a database. The results of the CSA are provided to senior management along with action plans to resolve any control deficiencies.

**Internal Audit Department Audits**

The Internal Audit Department has full-time auditors that review our locations for compliance with company policies and procedures. The audit program is well defined and communicated to all levels of management. There are three distinct areas of the audit program:

- Revenue reporting
- Records and administration
- Cash security and equipment

More than 100 controls are tested for compliance. The audit findings, recommendations and implementation results are captured in an extensive database. The data from the audit program is used by all levels of management and the Training Department to identify areas needing improvement. Each facility audit is scored, and these scores play a significant role in a manager’s performance based compensation (bonus). Any controls found to be operating incorrectly that are not immediately remediated are captured in the audit database as a Critical Item. Critical Items cannot be removed from the audit report until an internal auditor has verified that the control is operating effectively. This ensures that no critical control issue goes unresolved.

**Sample Monthly Reporting Package**

Please see our sample reports on the following pages.
### Statement of Revenue & Expense

#### Current Month

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
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</tr>
<tr>
<td>Total</td>
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<td>Total</td>
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#### Year-to-Date

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<tr>
<td>Total</td>
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#### Annual Budget

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<tr>
<td>Total</td>
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---

**2020 Marvin Gardens**

**Statement of Revenue & Expense**

*May 2014*

---

**2020 Marvin Gardens**

**Statement of Revenue & Expense**

*May 2014*

---

**2020 Marvin Gardens**

**Statement of Revenue & Expense**

*May 2014*
### Daily Revenue Summary

#### General Journal

<table>
<thead>
<tr>
<th>Date</th>
<th>Park</th>
<th>Revenue</th>
<th>Expense</th>
<th>Net Revenue</th>
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<tr>
<td>01-01-2020</td>
<td>Park A</td>
<td>$100</td>
<td>$30</td>
<td>$70</td>
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<tr>
<td>01-02-2020</td>
<td>Park B</td>
<td>$120</td>
<td>$40</td>
<td>$80</td>
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<tr>
<td>01-03-2020</td>
<td>Park C</td>
<td>$150</td>
<td>$50</td>
<td>$100</td>
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</table>

#### Notes

- Revenue includes parking fees from all parks.
- Expenses account for parking lot maintenance and staff salaries.
- Net revenue is the difference between revenue and expenses.
### General Journal (continued)

<table>
<thead>
<tr>
<th>Account/Reference</th>
<th>Category/Service Description</th>
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**Note:** The table above continues from the previous page, listing detailed account references and associated amounts for various categories such as "Payroll & Taxes & Benefits," "Health, Welfare & Pension," and "Workers' Compensation." Each category is further broken down into specific subcategories with their respective amounts.
### Variance Report

#### 2020 Meach Gardens

**Variance Report**

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Current Month</th>
<th>Budget</th>
<th>Variance</th>
<th>YTD</th>
<th>Variance</th>
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<td>Lighting</td>
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<td>57,024.59</td>
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<td>5,980.00</td>
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<td>Credit Card Interest</td>
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<td>Sales Tax Refund</td>
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#### Labor Analysis

**2020 Meach Gardens**

**Labor Analysis**

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<tr>
<th>Object</th>
<th>Description</th>
<th>Regular</th>
<th>Overtime</th>
<th>Holiday Pay</th>
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<th>Variance</th>
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<tbody>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
SP+ INSIGHT Analytics

What is SP+ INSIGHT Analytics?
Starting in 2016, SP+ began investing resources to design and rollout a state-of-the-art Data Analytics Program that would provide a seamless platform that aggregates multiple data points, provides key performance indicators and analysis to complete the picture on how a location is performing.

Project Status
- Full Client Access is now available for Revenue Reporting Dashboards and Data and Remote Management Services Dashboards and Data
- For Occupancy and Transactional Data, Integration is complete for several PARCS providers today
- Most other major PARCS providers should be integrated before the end of 2018
- SP+ operations teams already leverage the tool to help manage and increase revenues for over 600 locations throughout North America, with the number growing every day
How it Works & Why it Matters

We consume data from operations and our technology partners, analyze the data and generate information to enhance the decision-making process. By leveraging the data available, we are able to make more informed decisions to improve revenues, reduce costs and improve overall efficiencies. We bring the data together, identify key patterns and share the information on one seamless platform.

- Provides quick access to revenue and ticket trends, revenue types, payment information and more allowing for better operational decisions and analysis.
- With PARCS equipment or third-party data sources, SP+ INSIGHT Analytics can transform operational decisions by understanding parker movement, parker duration, pricing segmentation, revenue per space and space utilization to name a few.
- Leveraging the transaction data enables you to make better decisions on rate mix, staffing cycles or enforcement route planning. It provides another set of warning indicators enabling corrective actions to take place sooner.

*Please view the brief video on the right, which provides excellent information on the SP+ INSIGHT Analytics Features and how this program drives revenue optimization at our clients’ facilities.*

View this video at [https://vimeo.com/230464970](https://vimeo.com/230464970)
Transition Plan

SP+ is proud to be the incumbent partner at The City of Evanston Three Self-Park Facilities and as such, an operational transition will not be required. Because our team is already in place and familiar with the campus as well as with established standards and operating procedures, service levels will be maintained at all times without interruption.

Post-award Facilities Evaluation
Upon receiving notice of award, if applicable, we propose to utilize our operating team (identified at Tab C - Area / Regional Managers section) in partnership with The City of Evanston, to perform our initial (after RFP) and follow up evaluations of the operations, facilities, equipment, personnel and processes.
M/W/EBE Requirements

**SP+** shares the City of Evanston’s commitment to utilizing W/M/EBE vendors in providing a portion of the services covered in this Request for Proposal. **SP+** is committed to the goal of equal and representative opportunities for minorities and women and has an Affirmative Action plan in place and a current EEO-1 filed.

The company’s philosophy with respect to the quality management of parking facilities is based upon prudent business principles, combined with a creative and flexible view of opportunities. Its day-to-day challenge in operating properties is to provide and manage such locations with care and attention to detail that is unparalleled in the parking industry. Similarly high standards will also be applied to efforts related to equal opportunity and participation by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Affirmative Action should be an essential element in any development process, and the Corporation will establish and implement an honorable, progressive, innovative, and goal-oriented program that serves appropriate sectors of the community.

**Subcontractors**

Our proposal will utilize two subcontractors, Allpoints Security and Detective, Inc. (MBE) and Servon Group (WBE), to bring our total M/WBE percentage to 42.65% of the proposed contract amount.

Specific information regarding the proposed utilization of W/M/EBE vendors for this contract can be found at Exhibit G – M/W/EBE Participation Compliance Form in the Exhibits section at the end of this proposal.
G. EXHIBITS

The following pages contain the exhibits required by the RFP in the following order:

+ Exhibit A – Disclosure of Ownership Interests
+ Exhibit B – Additional Information Sheet
+ Exhibit C – Conflict of Interest Form
+ Exhibit D – Acknowledgement of Understanding
+ Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification
+ Exhibit G – M/W/EBE Participation Compliance Form
+ Exhibit J – Professional Services Agreement Acknowledgement Page
+ Litigation Disclosure (per Section 12.0(M), page 18 of the RFP)
+ Subcontractors (per Section N, page 18 of the RFP)
+ Risk Management
+ Addenda Acknowledgment
EXHIBIT A
Disclosure of Ownership Interests
Exhibit A
DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 et seq. requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME:  ______________________________________

APPLICANT ADDRESS:  ______________________________________

TELEPHONE NUMBER:  ______________________________________

FAX NUMBER:  ______________________________________

APPLICANT is (Check One)
✓ Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( ) ________________________________________________________

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

See attached list of Directors and Officers of SP Plus Corporation.

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

1b. (Answer only if corporation has 33 or more shareholders.)
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

See attached Financial Statement.

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

See attached list of Directors and Officers of SP Plus Corporation.
See attached Financial Statement.
1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

N/A.

______________________________________________________________________
N/A.
N/A.
N/A.

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

N/A.

______________________________________________________________________
N/A.
N/A.
N/A.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

N/A.

______________________________________________________________________
N/A.
N/A.
N/A.

SECTION 3 - TRUSTS

3a. Trust number and institution.

N/A.

3b. Name and address of trustee or estate administrator.

N/A.

______________________________________________________________________
N/A.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

N/A.

______________________________________________________________________
N/A.
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

N/A. SP Plus Corporation is a public company.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

N/A. SP Plus Corporation is a public company.

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

N/A. SP Plus Corporation is a public company.

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

October 22, 2019

Signature of Person Preparing Statement Robert Alva

Vice President

Title

ATTEST: Melody A. Eckert

Notary Public

Commission Expires: 03/22/22

OFFICIAL SEAL MELODY A. ECKERT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 03/22/22

Revised 10-14 (09-17)
Directors and Officers List
### SP Plus Corporation Officers and Directors

#### Directors

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Garrison</td>
<td>Chairman</td>
<td>100 Deerfield Dr, Easton, CT 06612</td>
</tr>
<tr>
<td>Marc Baumann</td>
<td>Director</td>
<td>200 E Randolph St, Ste 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Gregory Reid</td>
<td>Director</td>
<td>200 E Randolph St, Ste 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Robert Roath</td>
<td>Director</td>
<td>199 Regatta Drive, Jupiter, FL 33477</td>
</tr>
<tr>
<td>Wyman Roberts</td>
<td>Director</td>
<td>6820 LBJ Freeway, Dallas, TX 75240</td>
</tr>
<tr>
<td>Douglas Waggoner</td>
<td>Director</td>
<td>600 W Chicago Ave, Ste 725, Chicago, IL 60654</td>
</tr>
</tbody>
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#### Officers

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Marc Baumann</td>
<td>CEO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Bob Miles</td>
<td>President, Bags</td>
<td>6751 Forum Dr, Ste. 200, Orlando, FL 32821</td>
</tr>
<tr>
<td>John Ricchiuto</td>
<td>President, Airport Ops</td>
<td>1301 E Ninth St, Ste. 1050, Cleveland, OH 44114</td>
</tr>
<tr>
<td>Robert Toy</td>
<td>President Commercial Ops</td>
<td>501 Mainstream, Ste. 507, Nashville, TN 37228</td>
</tr>
<tr>
<td>Jeff Eckerling</td>
<td>CGO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Gerard Klaisle</td>
<td>CAO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Kristopher Roy</td>
<td>CFO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Ritu Vig</td>
<td>CLO &amp; Secretary</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Steven Aiello</td>
<td>CBDO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>James Buczek</td>
<td>COO</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>Steve Bruner</td>
<td>Sr. VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>Michael D’Agnostino</td>
<td>Sr. VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Name</td>
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<tr>
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<td>-----------</td>
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</tr>
<tr>
<td>Jason Finch</td>
<td>Sr. VP</td>
<td>PO Box 280567, San Francisco, CA 94218</td>
</tr>
<tr>
<td>Thomas Hagerman</td>
<td>Sr. VP</td>
<td>3391 Peachtree Rd, Ste. 330, Atlanta, GA 30326</td>
</tr>
<tr>
<td>Nicole Hankins</td>
<td>Sr. VP</td>
<td>21 Custom House St, 6th Floor, Boston, MA 02110</td>
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<tr>
<td>Cristina Ionescu</td>
<td>Sr. VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>David Jenkins</td>
<td>Sr. VP</td>
<td>3470 Wilshire, Ste. 400, Los Angeles, CA 90010</td>
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<td>Connie Jin</td>
<td>Sr. VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>Jason Johnston</td>
<td>Sr. VP</td>
<td>3470 Wilshire, Ste. 400, Los Angeles, CA 90010</td>
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<tr>
<td>Donald Jordan</td>
<td>Sr. VP</td>
<td>201 S. Orange Ave, Ste. 925, Orlando, FL 32801</td>
</tr>
<tr>
<td>Lee Kunkle</td>
<td>Sr. VP, CIO</td>
<td>501 Mainstream, Ste. 507, Nashville, TN 37228</td>
</tr>
<tr>
<td>David Lombardi</td>
<td>Sr. VP</td>
<td>3753 Howard Hughes Pkwy, Las Vegas, NV 89169</td>
</tr>
<tr>
<td>Greg Pearson</td>
<td>Sr. VP</td>
<td>501 Mainstream, Ste. 507, Nashville, TN 37228</td>
</tr>
<tr>
<td>Vincent Raguseo</td>
<td>Sr. VP</td>
<td>360 W 31st St, Ste. 1100, New York, NY 10001</td>
</tr>
<tr>
<td>Chris Ratliff</td>
<td>Sr. VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Robert Reiser</td>
<td>Sr. VP</td>
<td>1301 E Ninth St, Ste. 1050, Cleveland, OH 44114</td>
</tr>
<tr>
<td>Chris Sherman</td>
<td>Sr. VP</td>
<td>1225 Eye St NW, C-100, Washington, DC 20005</td>
</tr>
<tr>
<td>Victor Alistar</td>
<td>VP</td>
<td>100 Pine St, Ste. 210, San Francisco, CA 94111</td>
</tr>
<tr>
<td>Robert Alva</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Eduardo Barcos</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Dan Brown</td>
<td>VP</td>
<td>1330 SE 4th Ave, Ste. D, Ft. Lauderdale, FL 33315</td>
</tr>
<tr>
<td>James Burdett</td>
<td>VP, Asst. Sec.</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Chester Escobar</td>
<td>VP</td>
<td>444 Brickell Avenue, Ste. 200, Miami, FL 33131</td>
</tr>
<tr>
<td>Shevket Dardovski</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Issa Diakite</td>
<td>VP</td>
<td>360 W 31st St, Ste. 1100, New York, NY 10001</td>
</tr>
<tr>
<td>Tim Downey</td>
<td>VP</td>
<td>1111 3rd Avenue, Ste. 2340, Seattle, WA 98101</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Address</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------</td>
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</tr>
<tr>
<td>Mark Garcia</td>
<td>VP</td>
<td>14141 Highway 290, Austin, TX 78737</td>
</tr>
<tr>
<td>Bret Harvey</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Jim Healy</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Lisa Jakstas</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Jeffery Jones</td>
<td>VP</td>
<td>1700 Pacific Ave, Ste. 1890, Dallas, TX 75201</td>
</tr>
<tr>
<td>Robert Kamper</td>
<td>VP</td>
<td>1711 Hwy 17 S, Suite 265, Surfside Beach, SC 29575</td>
</tr>
<tr>
<td>Richard Kapper</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Colleen Kozak</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Fred Kreiter</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Michael Lombardo</td>
<td>VP</td>
<td>1700 Pacific Ave, Ste. 1890, Dallas, TX 75201</td>
</tr>
<tr>
<td>Eric Loudin</td>
<td>VP</td>
<td>605 North 4100 W, Salt Lake City, UT 84116</td>
</tr>
<tr>
<td>Dirk Machemer</td>
<td>VP</td>
<td>3470 Wilshire, Ste. 400, Los Angeles, CA 90010</td>
</tr>
<tr>
<td>Shunt Madanyan</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Brett Munkel</td>
<td>VP</td>
<td>3391 Peachtree Rd, Ste. 330, Atlanta, GA 30326</td>
</tr>
<tr>
<td>Daniel Murray</td>
<td>VP</td>
<td>1301 E Ninth St, Ste. 1050, Cleveland, OH 44114</td>
</tr>
<tr>
<td>Tim Nickerson</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>Andrea Oser</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>John Owens</td>
<td>VP</td>
<td>1700 Pacific Ave, Ste. 1890, Dallas, TX 75201</td>
</tr>
<tr>
<td>Jerome Pate</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Cristine Paull</td>
<td>VP</td>
<td>202 Allison Road, Oreland, Pennsylvania 19075</td>
</tr>
<tr>
<td>Paul Perusich</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Paul Pirhofer</td>
<td>VP</td>
<td>935 Gravier St, Ste. 500, New Orleans, LA 70112</td>
</tr>
<tr>
<td>Libby Redmon</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Ernesto Rennella</td>
<td>VP</td>
<td>3470 Wilshire, Ste. 400, Los Angeles, CA 90010</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Address</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------</td>
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</tr>
<tr>
<td>Aaron Rogers</td>
<td>VP</td>
<td>171 3rd Avenue North, Nashville, TN 37201</td>
</tr>
<tr>
<td>Justin Rogers</td>
<td>VP</td>
<td>1225 Eye St NW, C-100, Washington, DC 20005</td>
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<tr>
<td>Matt Shimkus</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
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<tr>
<td>Jason Spoeth</td>
<td>VP</td>
<td>3391 Peachtree Rd, Ste. 330, Atlanta, GA 30326</td>
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<tr>
<td>Anthony Squeo</td>
<td>VP</td>
<td>3470 Wilshire, Ste. 400, Los Angeles, CA 90010</td>
</tr>
<tr>
<td>Christopher Tretter</td>
<td>VP</td>
<td>50 South Sixth St., Ste. 1320, Minneapolis, MN 55402</td>
</tr>
<tr>
<td>Richard Varga</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Sam Veraldi</td>
<td>VP</td>
<td>112 S. Tyron St., Ste. 1470, Charlotte, NC 28284</td>
</tr>
<tr>
<td>Charles Voase</td>
<td>VP</td>
<td>1301 E Ninth St, Ste. 1050, Cleveland, OH 44114</td>
</tr>
<tr>
<td>Roger Walters</td>
<td>VP</td>
<td>200 E Randolph St, Ste. 7700, Chicago, IL 60601</td>
</tr>
<tr>
<td>Steve Witte</td>
<td>VP</td>
<td>1301 E Ninth St, Ste. 1050, Cleveland, OH 44114</td>
</tr>
</tbody>
</table>
Financial Statements
Use these links to rapidly review the document

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PART IV

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[ ] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2018

Or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to

Commission file number: 000-50796

SP PLUS CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware 16-1171179
(State or Other Jurisdiction of Incorporation or Organization) (I.R.S. Employer Identification No.)

200 E. Randolph Street, Suite 7700
Chicago, Illinois 60601-7702
(Address of Principal Executive Offices, Including Zip Code)

(312) 274-2000
/Registerant’s Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:
COMMON STOCK, PAR VALUE $0.001 PER SHARE
(The Title of Each Class)

The NASDAQ Stock Market LLC
(Name of Each Exchange on which Registered)

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [ ] No [ ]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [ ]

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [ ] No [ ]

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [ ] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant’s knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” ”accelerated filer,” ”smaller reporting company,” and ”emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

[ ] Large accelerated filer [ ] Accelerated filer [ ] Non-accelerated filer [ ] Smaller reporting company [ ] Emerging growth company

A7.
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 29, 2018, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the voting and non-voting common stock held by nonaffiliates of the registrant was approximately $834.3 million. Solely for purposes of this disclosure, shares of common stock held by executive officers and directors of the registrant as of such date have been excluded because such persons may be deemed to be affiliates. This determination of executive officers and directors as affiliates is not necessarily a conclusive determination for any other purposes.

As of February 26, 2019, there were 22,783,976 shares of common stock of the registrant outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement to be delivered to stockholders in connection with the Annual Meeting of Stockholders to be held on May 8, 2019 are incorporated by reference into Part III of this Form 10-K. The 2019 Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.
Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of SP Plus Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of SP Plus Corporation (the Company) as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2018, the related notes and the financial statement schedule listed in the Index at Item 15 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 27, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ ERNST & YOUNG LLP

We have served as the Company’s auditor since 1989.

Chicago, Illinois
February 27, 2019

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of SP Plus Corporation

Opinion on Internal Control over Financial Reporting

We have audited SP Plus Corporation's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO Criteria). In our opinion, SP Plus Corporation (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

As indicated in the accompanying Management’s Annual Report on Internal Controls over Financial Reporting, management’s assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of ZWB Holdings, Inc. and Rynn’s Luggage Corporation, their subsidiaries and affiliates (collectively "Bags"), which are included in the 2018 consolidated financial statements of the Company and constituted 2% and 3% of total and net assets, excluding the goodwill and intangible assets recognized as part of purchase accounting, respectively, as of December 31, 2018 and 1% and 3% of revenues and net income, respectively, for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Bags.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, stockholders’ equity and cash flows for each of the three years in the period ended December 31, 2018, the related notes and the financial statement schedule listed in the Index at Item 15 of the Company and our report dated February 27, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management’s Annual Report on Internal Controls over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
February 27, 2019
## Table of Contents

SP Plus Corporation
Consolidated Balance Sheets

<table>
<thead>
<tr>
<th>Assets</th>
<th>December 31,</th>
<th>2018</th>
<th>2017</th>
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</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$39.9</td>
<td>$22.8</td>
<td></td>
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<tr>
<td>Notes and accounts receivable, net</td>
<td>150.7</td>
<td>122.3</td>
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<tr>
<td>Prepaid expenses and other</td>
<td>17.2</td>
<td>15.5</td>
<td></td>
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<tr>
<td>Total current assets</td>
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<tr>
<td>Leasehold improvements, equipment, land and construction in progress, net</td>
<td>40.3</td>
<td>27.4</td>
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<tr>
<td>Other assets</td>
<td></td>
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<tr>
<td>Advances and deposits</td>
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<td>4.1</td>
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<tr>
<td>Other intangible assets, net</td>
<td>166.0</td>
<td>54.1</td>
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<tr>
<td>Favorable acquired lease contracts, net</td>
<td>17.6</td>
<td>23.3</td>
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<tr>
<td>Equity investments in unconsolidated entities</td>
<td>9.8</td>
<td>18.6</td>
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<tr>
<td>Other assets, net</td>
<td>17.3</td>
<td>18.3</td>
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<tr>
<td>Deferred taxes</td>
<td>14.6</td>
<td>15.9</td>
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<tr>
<td>Cost of contracts, net</td>
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<td>8.9</td>
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<tr>
<td>Goodwill</td>
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<td>431.7</td>
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<tr>
<td>Total other assets</td>
<td>824.2</td>
<td>574.9</td>
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<tr>
<td>Total assets</td>
<td>$1,072.3</td>
<td>$762.9</td>
<td></td>
</tr>
</tbody>
</table>

| Liabilities and stockholders' equity | | |
| Accounts payable | $110.1 | $102.8 |
| Accrued rent | 23.5 | 23.2 |
| Compensation and payroll withholdings | 25.8 | 22.2 |
| Property, payroll and other taxes | 9.5 | 6.8 |
| Accrued insurance | 19.7 | 18.9 |
| Accrued expenses | 45.1 | 25.5 |
| Current portion of long-term obligations under credit facility and other long-term borrowings | 13.2 | 20.6 |
| Total current liabilities | 246.9 | 220.0 |
| Long-term borrowings, excluding current portion | | |
| Obligations under credit facility | 360.9 | 132.0 |
| Other long-term borrowings | 12.6 | 1.2 |
| Total noncurrent liabilities | 373.5 | 133.2 |
| Stockholders' equity | | |
| Preferred Stock, par value $0.01 per share; 5,000,000 shares authorized as of December 31, 2018 and 2017; no shares issued | | |
| Common stock, par value $0.001 per share; 50,000,000 shares authorized as of December 31, 2018 and 2017; 22,783,976 and 22,542,672 shares issued and outstanding as of December 31, 2018 and 2017, respectively | | |
| Treasury stock, 305,183 at cost; shares at December 31, 2018 and December 31, 2017 | (7.5) | (7.5) |
| Additional paid-in capital | 257.7 | 254.6 |
| Accumulated other comprehensive loss | (2.4) | (1.2) |
| Retained earnings | 120.7 | 67.0 |
| Total SP Plus Corporation stockholders' equity | 368.5 | 312.9 |
| Noncontrolling interest | 0.1 | 0.2 |
| Total stockholders' equity | 368.6 | 313.1 |
| Total liabilities and stockholders' equity | $1,072.3 | $762.9 |

See Notes to Consolidated Financial Statements.
### SP Plus Corporation
#### Consolidated Statements of Income

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<tr>
<th>(millions, except for share and per share data)</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
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<tbody>
<tr>
<td><strong>Services revenue</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Lease type contracts</td>
<td>$413.9</td>
<td>$563.1</td>
<td>$545.0</td>
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<tr>
<td>Management type contracts</td>
<td>361.5</td>
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<td>346.8</td>
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<tr>
<td>Reimbursed management type contract revenue</td>
<td>775.4</td>
<td>911.3</td>
<td>891.8</td>
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<tr>
<td>Total services revenue</td>
<td>1,468.4</td>
<td>1,590.5</td>
<td>1,568.4</td>
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<tr>
<td><strong>Cost of services</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Lease type contracts</td>
<td>377.6</td>
<td>518.4</td>
<td>505.6</td>
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<tr>
<td>Management type contracts</td>
<td>213.8</td>
<td>207.6</td>
<td>209.8</td>
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<tr>
<td>Reimbursed management type contract expense</td>
<td>693.0</td>
<td>679.2</td>
<td>676.6</td>
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<tr>
<td>Total cost of services</td>
<td>1,284.4</td>
<td>1,405.2</td>
<td>1,392.0</td>
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<tr>
<td><strong>Gross profit</strong></td>
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<td></td>
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</tr>
<tr>
<td>Lease type contracts</td>
<td>36.3</td>
<td>44.7</td>
<td>39.4</td>
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<tr>
<td>Management type contracts</td>
<td>147.7</td>
<td>140.6</td>
<td>137.0</td>
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<tr>
<td>Total gross profit</td>
<td>184.0</td>
<td>185.3</td>
<td>176.4</td>
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<td>General and administrative expenses</td>
<td>91.0</td>
<td>82.9</td>
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<td>Depreciation and amortization</td>
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<tr>
<td><strong>Operating income</strong></td>
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<td>81.4</td>
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<td><strong>Other expense (income)</strong></td>
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<td>Interest expense</td>
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<td>Interest income</td>
<td>(0.4)</td>
<td>(0.6)</td>
<td>(0.5)</td>
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<tr>
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<td>0.9</td>
</tr>
<tr>
<td><strong>Total other expenses (income)</strong></td>
<td>(0.9)</td>
<td>9.2</td>
<td>10.9</td>
</tr>
<tr>
<td><strong>Earnings before income taxes</strong></td>
<td>76.0</td>
<td>72.2</td>
<td>41.8</td>
</tr>
<tr>
<td><strong>Income tax expense</strong></td>
<td>19.6</td>
<td>27.7</td>
<td>15.8</td>
</tr>
<tr>
<td><strong>Net income</strong></td>
<td>56.4</td>
<td>44.5</td>
<td>26.0</td>
</tr>
<tr>
<td><strong>Less: Net income attributable to noncontrolling interest</strong></td>
<td>3.2</td>
<td>3.3</td>
<td>2.9</td>
</tr>
<tr>
<td><strong>Net income attributable to SP Plus Corporation</strong></td>
<td>$53.2</td>
<td>$41.2</td>
<td>$23.1</td>
</tr>
<tr>
<td><strong>Common stock data</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic</strong></td>
<td>$2.38</td>
<td>$1.86</td>
<td>$1.04</td>
</tr>
<tr>
<td><strong>Diluted</strong></td>
<td>$2.35</td>
<td>$1.83</td>
<td>$1.03</td>
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</table>

**Weighted average shares outstanding**

<table>
<thead>
<tr>
<th>(millions)</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>22,394,542</td>
<td>22,195,350</td>
<td>22,238,021</td>
</tr>
<tr>
<td>Diluted</td>
<td>22,607,223</td>
<td>22,508,288</td>
<td>22,528,122</td>
</tr>
</tbody>
</table>

See Notes to Consolidated Financial Statements.
SP Plus Corporation
Consolidated Statements of Comprehensive Income

<table>
<thead>
<tr>
<th>(millions)</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net income</td>
<td>$ 56.4</td>
<td>$ 44.5</td>
<td>$ 26.0</td>
</tr>
<tr>
<td>Other comprehensive (loss) income</td>
<td>(0.6)</td>
<td>0.2</td>
<td>(0.3)</td>
</tr>
<tr>
<td>Comprehensive income</td>
<td>55.8</td>
<td>44.7</td>
<td>25.7</td>
</tr>
<tr>
<td>Less: Comprehensive income attributable to noncontrolling interest</td>
<td>3.2</td>
<td>3.3</td>
<td>2.9</td>
</tr>
<tr>
<td>Comprehensive income attributable to SP Plus Corporation</td>
<td>$ 52.6</td>
<td>$ 41.4</td>
<td>$ 22.8</td>
</tr>
</tbody>
</table>

See Notes to Consolidated Financial Statements.
Table of Contents

SP Plus Corporation
Consolidated Statements of Stockholders’ Equity

Common Stock

<table>
<thead>
<tr>
<th>(millions, except for share and per share data)</th>
<th>Number of Shares</th>
<th>Additional Paid-In Capital</th>
<th>Accumulated Other Comprehensive Income (Loss)</th>
<th>Retained Earnings</th>
<th>Treasury Stock</th>
<th>Noncontrolling Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance (deficit) at December 31, 2015</td>
<td>22,328,578</td>
<td>$247.9</td>
<td>(1.1)</td>
<td>$2.8</td>
<td>$0.5</td>
<td>$290.1</td>
<td></td>
</tr>
<tr>
<td>Net income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>23.1</td>
<td>2.9</td>
<td>26.0</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td></td>
<td></td>
<td>(0.2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective portion of cash flow hedge</td>
<td></td>
<td></td>
<td>(0.1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuance of stock grants</td>
<td>26,593</td>
<td>0.6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.6</td>
</tr>
<tr>
<td>Issuance of restricted stock units</td>
<td>1,415</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Non-cash stock-based compensation related to restricted stock units and performance share units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasury stock</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(7.5)</td>
<td></td>
<td>(7.5)</td>
</tr>
<tr>
<td>Distribution to noncontrolling interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance (deficit) at December 31, 2016</td>
<td>22,356,586</td>
<td>$251.2</td>
<td>(1.4)</td>
<td>$25.9</td>
<td>(7.5)</td>
<td>0.2</td>
<td>268.4</td>
</tr>
<tr>
<td>Cumulative effect adjustment upon adoption of new accounting standard on January 1, 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance at January 1, 2017</td>
<td>22,356,586</td>
<td>$251.5</td>
<td>(1.4)</td>
<td>$25.6</td>
<td>(7.5)</td>
<td>0.2</td>
<td>268.4</td>
</tr>
<tr>
<td>Net income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>41.2</td>
<td>3.3</td>
<td>44.5</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td></td>
<td></td>
<td>0.2</td>
<td></td>
<td></td>
<td></td>
<td>0.2</td>
</tr>
<tr>
<td>Issuance of stock grants</td>
<td>27,632</td>
<td>0.9</td>
<td></td>
<td></td>
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<td></td>
<td>0.9</td>
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<tr>
<td>Issuance of restricted stock units</td>
<td>61,599</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuance of performance stock units</td>
<td>96,855</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-cash stock-based compensation related to restricted stock units and performance share units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution to noncontrolling interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.2</td>
</tr>
<tr>
<td>Balance (deficit) at December 31, 2017</td>
<td>22,542,672</td>
<td>$254.6</td>
<td>(1.2)</td>
<td>$67.0</td>
<td>(7.5)</td>
<td>0.2</td>
<td>313.1</td>
</tr>
<tr>
<td>Cumulative effect adjustment upon adoption of new accounting standard on January 1, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance at January 1, 2018</td>
<td>22,542,672</td>
<td>$254.6</td>
<td>(1.2)</td>
<td>$67.0</td>
<td>(7.5)</td>
<td>0.2</td>
<td>313.1</td>
</tr>
<tr>
<td>Net income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>53.2</td>
<td>3.2</td>
<td>56.4</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td></td>
<td></td>
<td>(0.6)</td>
<td></td>
<td></td>
<td></td>
<td>(0.6)</td>
</tr>
<tr>
<td>Issuance of stock grants</td>
<td>20,757</td>
<td>0.7</td>
<td></td>
<td></td>
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<td></td>
<td>0.7</td>
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<tr>
<td>Issuance of restricted stock units</td>
<td>161,495</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuance of performance stock units</td>
<td>59,052</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-cash stock-based compensation related to restricted stock units and performance share units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution to noncontrolling interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.4</td>
</tr>
<tr>
<td>Balance (deficit) at December 31, 2018</td>
<td>22,783,976</td>
<td>$257.7</td>
<td>(2.4)</td>
<td>$120.7</td>
<td>(7.5)</td>
<td>0.1</td>
<td>388.6</td>
</tr>
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</table>

Note: Amounts may not foot due to rounding.

See Notes to Consolidated Financial Statements.
### Table of Contents

**SP Plus Corporation**  
**Consolidated Statements of Cash Flows**

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating activities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income</td>
<td>$56.4</td>
<td>$44.5</td>
<td>$26.0</td>
</tr>
<tr>
<td>Adjustments to reconcile net income to net cash provided by operating activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>18.8</td>
<td>21.7</td>
<td>34.2</td>
</tr>
<tr>
<td>Net accretion of acquired lease contracts</td>
<td>(1.1)</td>
<td>(2.2)</td>
<td>(1.8)</td>
</tr>
<tr>
<td>Loss (gain) on sale of equipment</td>
<td>—</td>
<td>0.2</td>
<td>(0.3)</td>
</tr>
<tr>
<td>Net equity in (earnings) losses of unconsolidated entities (net of distributions)</td>
<td>(0.4)</td>
<td>(8.5)</td>
<td>0.5</td>
</tr>
<tr>
<td>Gain on sale of equity method investment in unconsolidated entity</td>
<td>(10.1)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net gain on sale of a business</td>
<td>—</td>
<td>(0.1)</td>
<td>—</td>
</tr>
<tr>
<td>Amortization of debt issuance costs</td>
<td>0.7</td>
<td>0.7</td>
<td>0.8</td>
</tr>
<tr>
<td>Amortization of original discount on borrowings</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>Non-cash stock-based compensation</td>
<td>3.1</td>
<td>3.1</td>
<td>3.4</td>
</tr>
<tr>
<td>Provision for losses on accounts receivable</td>
<td>1.5</td>
<td>0.7</td>
<td>0.4</td>
</tr>
<tr>
<td>Deferred income taxes</td>
<td>1.3</td>
<td>1.8</td>
<td>(2.1)</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes and accounts receivable</td>
<td>(16.7)</td>
<td>(2.6)</td>
<td>(15.9)</td>
</tr>
<tr>
<td>Prepaid assets</td>
<td>0.1</td>
<td>(1.8)</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Other assets</td>
<td>2.1</td>
<td>(2.3)</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>0.8</td>
<td>(7.2)</td>
<td>14.8</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>13.9</td>
<td>(3.3)</td>
<td>1.2</td>
</tr>
<tr>
<td><strong>Net cash provided by operating activities</strong></td>
<td>70.9</td>
<td>45.2</td>
<td>59.7</td>
</tr>
<tr>
<td><strong>Investing activities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase of leasehold improvements and equipment</td>
<td>(8.9)</td>
<td>(6.8)</td>
<td>(13.0)</td>
</tr>
<tr>
<td>Proceeds from sale of equipment and contract terminations</td>
<td>0.2</td>
<td>0.8</td>
<td>3.0</td>
</tr>
<tr>
<td>Cash received from sale of a business, net</td>
<td>—</td>
<td>0.6</td>
<td>—</td>
</tr>
<tr>
<td>Proceeds from sale of equity method investee’s sale of assets</td>
<td>19.3</td>
<td>8.4</td>
<td>—</td>
</tr>
<tr>
<td>Cost of contracts purchased</td>
<td>(1.1)</td>
<td>(0.7)</td>
<td>(3.8)</td>
</tr>
<tr>
<td>Acquisition of business, net of cash acquired</td>
<td>(277.9)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Net cash (used in) provided by investing activities</strong></td>
<td>(268.4)</td>
<td>2.3</td>
<td>(13.8)</td>
</tr>
<tr>
<td><strong>Financing activities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments on credit facility revolver</td>
<td>(186.3)</td>
<td>(410.1)</td>
<td>(401.0)</td>
</tr>
<tr>
<td>Proceeds from credit facility revolver</td>
<td>333.5</td>
<td>386.6</td>
<td>385.0</td>
</tr>
<tr>
<td>Proceeds from credit facility term loan</td>
<td>225.0</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Payments on credit facility term loan</td>
<td>(150.0)</td>
<td>(20.0)</td>
<td>(15.0)</td>
</tr>
<tr>
<td>Payments of debt issuance costs and original discount on borrowings</td>
<td>(3.2)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Payments on other long-term borrowings</td>
<td>(0.5)</td>
<td>(0.5)</td>
<td>(0.3)</td>
</tr>
<tr>
<td>Distribution to noncontrolling interest</td>
<td>(3.3)</td>
<td>(3.2)</td>
<td>(3.3)</td>
</tr>
<tr>
<td>Repurchase of common stock</td>
<td>—</td>
<td>(7.5)</td>
<td>—</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) financing activities</strong></td>
<td>215.2</td>
<td>(47.2)</td>
<td>(42.1)</td>
</tr>
<tr>
<td><strong>Effect of exchange rate changes on cash and cash equivalents</strong></td>
<td>(0.6)</td>
<td>0.3</td>
<td>(0.3)</td>
</tr>
<tr>
<td>Increase in cash and cash equivalents</td>
<td>17.1</td>
<td>0.6</td>
<td>3.5</td>
</tr>
<tr>
<td>Cash and cash equivalents at beginning of year</td>
<td>22.8</td>
<td>22.2</td>
<td>18.7</td>
</tr>
<tr>
<td><strong>Cash and cash equivalents at end of year</strong></td>
<td>$39.9</td>
<td>$22.8</td>
<td>$22.2</td>
</tr>
</tbody>
</table>

**Supplemental Disclosures**

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash paid during the period for</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$8.5</td>
<td>$8.0</td>
<td>$9.2</td>
</tr>
<tr>
<td>Income taxes, net</td>
<td>$15.3</td>
<td>$26.5</td>
<td>$17.6</td>
</tr>
<tr>
<td>Non cash transactions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital lease obligations incurred to acquire equipment</td>
<td>$13.0</td>
<td>$1.5</td>
<td>—</td>
</tr>
</tbody>
</table>

See Notes to Consolidated Financial Statements.
SP PLUS CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(millions, except share and per share data)

1. Significant Accounting Policies and Practices

The Company

SP Plus Corporation (the "Company") is one of the leading providers of parking management, ground transportation services, baggage handling and other ancillary services to commercial, hospitality, institutional, municipal and aviation clients across the United States, Canada and Puerto Rico. These services include on-site parking management, valet parking, ground transportation services, facility maintenance, event logistics, baggage services, remote airline check-in, security services, municipal meter revenue collection and enforcement services, and consulting services. The Company schedules and supervises service personnel as well as provides customer service, marketing, accounting and revenue control functions necessary to provide such services.

Bags Acquisition

On November 30, 2018, the Company acquired the outstanding shares of ZWB Holdings, Inc. and Rynn’s Luggage Corporation, their subsidiaries and affiliates (collectively "Bags"), for an all-cash purchase price of $277.9 million, net of $5.9 million of cash acquired. Accordingly, our consolidated statements of income and statements of cash flows includes Bags’ operations for one month of 2018, but exclude Bags’ results of operations in the comparative years prior to November 30, 2018. See Note 2. Acquisition, for further information on the acquisition of Bags.

Principles of Consolidation

The Consolidated Financial Statements include the accounts of the Company, its wholly owned subsidiaries, and Variable Interest Entities ("VIEs") in which the Company is the primary beneficiary. All significant intercompany profits, transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current environment.

Foreign Currency Translation

The functional currency of the Company's foreign operations is the local currency. Accordingly, assets and liabilities of the Company's foreign operations are translated from foreign currencies into U.S. dollars at the rates in effect on the balance sheet date while income and expenses are translated at the weighted-average exchange rates for the year. Adjustments resulting from the translations of foreign currency financial statements are accumulated and classified as a separate component of stockholders' equity.

Cash and Cash Equivalents

Cash equivalents represent funds temporarily invested in money market instruments with maturities of three months or less. Cash equivalents are stated at cost, which approximates fair value. Cash and cash equivalents that are restricted as to withdrawal or use under the terms of certain contractual agreements were $1.7 million and $0.3 million as of December 31, 2018 and 2017, respectively, and are included within Cash and cash equivalents within the Consolidated Balance Sheets.

Allowance for Doubtful Accounts

Accounts receivable, net of the allowance for doubtful accounts, represents the Company's estimate of the amount that ultimately will be realized in cash. Management reviews the adequacy of its allowance for doubtful accounts on an ongoing basis, using historical collection trends, aging of receivables, and a review of specific accounts, and makes adjustments in the allowance as necessary. Changes in economic conditions or other circumstances could have an impact on the collection of existing receivable balances or future allowance considerations. As of December 31, 2018 and 2017, the Company's allowance for doubtful accounts was $1.0 million and $0.7 million, respectively.

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Leasehold improvements, equipment, software, vehicles, and other fixed assets are stated at cost less accumulated depreciation and amortization. Equipment is depreciated on the straight-line basis over the estimated useful lives ranging from 1 to 10 years. Expenditures for major renewals and improvements that extend the useful life of property and equipment are capitalized. Leasehold improvements are amortized on the straight-line basis over the terms of the respective leases or the service lives of the improvements, whichever is shorter (weighted average remaining life of approximately 4.5 years).

Certain costs associated with directly obtaining, developing or upgrading internal-use software are capitalized and amortized over the estimated useful life of software.

Cost of Contracts

Cost of contracts represents the cost of obtaining contractual rights associated with a managed type or lease-type contract. Cost of parking contracts are amortized over the estimated life of the contracts, including anticipated renewals and terminations. Estimated lives are based on the contract life or anticipated life of the contract.

Goodwill and Other Intangibles

Goodwill represents the excess of purchase price paid over the fair value of net assets acquired. In accordance with the Financial Accounting Standards Board's ("FASB") authoritative accounting guidance on goodwill, the Company does not amortize goodwill but rather evaluates it for impairment on an annual basis, or more often if events or circumstances change that could cause goodwill to become impaired. The Company has elected to assess the impairment of goodwill annually on the first day of its fiscal fourth quarter, or at an interim date if there is an event or change in circumstances indicate the carrying value may not be recoverable. Factors that could trigger an impairment review include significant under-performance relative to expected historical or projected future operating results, significant changes in the use of acquired assets or its business strategy, and significant negative industry or economic trends.

A multi-step impairment test is performed on goodwill. For the fourth quarter 2018 and 2017 goodwill impairment tests, the Company utilized the option to evaluate various qualitative factors to determine the likelihood of impairment and if it was more likely than not that the fair value of the reporting units were less than the carrying value of the reporting unit. The Company concluded there was no impairment of goodwill at any of the reporting units.

The Company concluded there was no impairment of goodwill at any of the reporting units.

The goodwill impairment test is performed at the reporting unit level; the Company's reporting units represent its operating segments, consisting of Segment One (Commercial and Institutional) and Segment Two (Aviation) reporting units. The December 31, 2018 goodwill balances by reportable segment are presented in detail in Note 9. Goodwill Management determines the fair value of each of its reporting units by using a discounted cash flow approach and a market approach using multiples of EBITDA of comparable companies to estimate market value. In addition, the Company compares its derived enterprise value on a consolidated basis to the Company's market capitalization as of its test date to ensure its derived value approximates the market value of the Company when taken as a whole.

In conducting its goodwill impairment quantitative assessment, the Company analyzes actual and projected growth trends of the reporting unit, gross margin, operating expenses and EBITDA (which also includes forecasted five-year income statement and working capital projections, a market-based weighted average cost of capital and terminal values after five years). The Company also assesses critical areas that may impact its business including economic conditions, market related exposures, competition, changes in product offerings and changes in key personnel for each of its reporting units.

The Company will continue to perform a goodwill impairment test as required on an annual basis and on an interim basis, if certain conditions exist. Factors the Company considers important, which could result in changes to its estimates, include under-performance relative to historical or projected future operating results and declines in acquisitions and trading multiples. Due to the broad customer base, the Company does not believe its future operating results will vary significantly relative to its historical and projected future operating results. However, future events may indicate differences from its judgments and estimates which could, in turn, result in impairment charges in the future. Future events that may result in impairment charges include increases in interest rates, which would impact discount rates, and unfavorable economic conditions or other factors which could decrease revenues and profitability of existing locations and changes in the cost structure of existing facilities. Factors that could potentially have an unfavorable economic effect on management's judgments and estimates include, among others: changes imposed by governmental and regulatory agencies, such as property condemnations and assessment of parking-related taxes; and construction or other events that could change traffic patterns; and terrorism or other catastrophic events.
Intangible assets with finite lives are amortized over their estimated useful lives and reviewed for impairment when circumstances change that would create a triggering event. Intangible assets with finite lives are amortized on a straight-line basis over their estimated useful lives. The Company evaluates the remaining useful life of the other intangible assets on a periodic basis to determine whether events or circumstances warrant a revision to the remaining useful life. Assumptions and estimates about future values and remaining useful lives of its intangible and other long-lived assets are complex and subjective. They can be affected by a variety of factors, including external factors such as industry and economic trends, and internal factors, such as changes in its business strategy and internal forecasts. Although management believes the historical assumptions and estimates are reasonable and appropriate, different assumptions and estimates could materially impact its reported financial results.

Long-Lived Assets

The Company evaluates long-lived asset groups whenever events or circumstances indicate that the carrying value of an asset or asset group may not be recoverable. Events or circumstances that would result in an impairment review primarily include a significant change in the use of an asset, or the planned sale or disposal of an asset. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset group. If it is determined to be impaired, the impairment recognized is measured by the amount by which the carrying value of the asset exceeds its fair value. The Company's estimates of future cash flows from such assets could be impacted if it underperforms relative to historical or projected future operating results.

Assumptions and estimates used to determine cash flows in the evaluation of impairment and the fair values used to determine the impairment are subject to a degree of judgment and complexity. Any changes to the assumptions and estimates resulting from changes in actual results or market conditions from those anticipated may affect the carrying value of long-lived assets and could result in an impairment charge.

Debt Issuance Costs

The costs of obtaining financing are capitalized and amortized as interest expense over the term of the respective financing using the effective interest method. Debt issuance costs of $2.2 million and $1.0 million as of December 31, 2018, and 2017, respectively, have been recorded as a direct deduction from the carrying amount of the Company's debt balance within the Consolidated Balance Sheets and are reflected net of accumulated amortization of $10.4 million and $9.7 million respectively. Amortization expense related to debt issuance costs and included in interest expense within the Consolidated Statements of Income was $0.7 million, $0.7 million and $0.8 million for the years ended December 31, 2018, 2017 and 2016, respectively.

Financial Instruments

The carrying values of cash, accounts receivable and accounts payable approximate their fair value due to the short-term nature of these financial instruments. Book overdrafts of $34.0 million and $29.0 million are included within Accounts payable within the Consolidated Balance Sheets as of December 31, 2018, and 2017, respectively. Long-term debt has a carrying value that approximates fair value because these instruments bear interest at variable market rates.

Insurance Reserves

The Company purchases comprehensive casualty insurance covering certain claims that arise in connection with its operations. In addition, the Company purchases umbrella/excess liability coverage. Under the various liability and workers' compensation insurance policies, the Company is obligated to pay directly or reimburse the insurance carrier for the deductible / retention amount of each loss covered by its general/garage liability, automobile, workers' compensation and garage legal liability policies. As a result, the Company is, in effect, self-insured for all claims within the deductible / retention amount of each loss. The Company applies the provisions as defined in the guidance related to accounting for contingencies, in determining the timing and amount of expense recognition associated with claims against the Company. The expense recognition is based upon the Company's determination of an unfavorable outcome of a claim being deemed as probable and capable of being reasonably estimated, as defined in the guidance related to accounting for contingencies. This determination requires the use of judgment in both the estimation of probability and the amount to be recognized as an expense. The Company utilizes historical claims experience along with regular input from third party insurance adviser in determining the required level of insurance reserves. Future information regarding historical loss experience may require changes to the level of insurance reserves and could result in increased expense recognition in the future.

Legal and Other Commitments and Contingencies

The Company is subject to litigation in the normal course of its business. The Company applies the provisions as defined in the guidance related to accounting for contingencies in determining the recognition and measurement of expense recognition associated with legal claims against the Company. Management uses guidance from internal and external legal counsel on the potential outcome of litigation in determining the need to record liabilities for potential losses and the disclosure of pending legal claims.
Certain lease contracts acquired from an acquisition completed in 2012 included provisions allocating to the Company responsibility for the cost of certain structural and other repair costs arising as a result of ordinary wear and tear. The Company recorded $nil, $0.1 million and $0.7 million for the year ended December 31, 2018, 2017 and 2016, respectively, of costs (net of expected recoveries of the total cost recognized by the Company through the applicable indemnity) in Cost of services-lease type contracts within the Consolidated Statements of Income for structural and other repair costs related to certain lease type contracts acquired, whereby, the Company has expensed repair costs for certain leases and engaged third-party general contractors to complete certain structural and other repair projects, and other indemnity related costs.

Services Revenue

The Company's revenues are primarily derived from management type and lease type contracts; whereby the Company provides parking services, parking management, ground transportation services, baggage handling services and other ancillary services to commercial, hospitality, institutional, municipal and aviation clients. Ancillary services include on-site parking management, facility maintenance, ground transportation services, event logistics, remote airline check-in, security services, municipal meter revenue collection and enforcement services, scheduling and supervising all service personnel as well as providing customer service, marketing, and accounting and revenue control functions necessary to complete such services, payments received for exercising termination rights, consulting development fees, gains on sales of contracts, insurance (general, workers' compensation and health care) and other value-added services. In accordance with the guidance related to revenue recognition, entities are required to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The Company recognizes gross receipts (net of taxes collected from customers) as revenue from leased type contracts, and management fees for services, as the related services are provided. Ancillary services are earned from management contract properties and are recognized as revenue as those services are provided.

Reimbursed Management Type Contract Revenue and Expense

The Company recognizes both revenues and expenses, in equal amounts, that are directly reimbursed for operating expenses incurred under a management type contract. The Company has determined it is the principal in these transactions as the nature of our performance obligations is for the Company to provide the services on behalf of the customer. As the principal to these related transactions, the Company has control of the promised services before they are transferred to the customer.

Cost of Services

The Company recognizes costs for lease type contracts, non-reimbursed costs from management type contracts and reimbursed management type contract expenses as cost of services. Cost of services consists primarily of rent and payroll related costs.

Advertising Costs

Advertising costs are expensed as incurred and are included in General and administrative expenses within the Consolidated Statements of Income. Advertising expenses aggregated $1.5 million, $1.5 million, and $1.2 million for 2018, 2017, and 2016, respectively.

Stock-Based Compensation

Stock-based payments to employees including grants of employee stock options, restricted stock units and performance-based share units are measured at the grant date, based on the estimated fair value of the award, and the related expense is recognized over the requisite employee service period or performance period (generally the vesting period) for awards expected to vest. The Company accounts for forfeitures of stock-based awards as they occur.

Equity Investment in Unconsolidated Entities

The Company has ownership interests in 30 active partnerships, joint ventures or similar arrangements that operate parking facilities, of which 25 are consolidated under the VIE or voting interest models and 5 are unconsolidated where the Company’s ownership interests range from 30-50 percent and for which there are no indicators of control. The Company accounts for such investments under the equity method of accounting, and its underlying share of each investee’s equity is included in Equity investments in unconsolidated entities within the Consolidated Balance Sheets. As the operations of these entities are consistent with the Company’s underlying core business operations, the equity in earnings of these investments are included in Services revenue—lease type contracts within the Consolidated Statements of Income. Included in equity earnings for the year ended December 31, 2017 are earnings of $8.5 million from the Company's proportionate share of the net gain of an equity method investees' sale of assets. The equity earnings in these related investments were $2.7 million, $11.3 million, and $2.4 million for the year ended December 31, 2018, 2017 and 2016, respectively.
In 2014, the Company entered into an agreement to establish a joint venture with Parkmobile USA, Inc. and contributed all of the assets and liabilities of its proprietary Click and Park parking prepayment business in exchange for a 30% interest in the newly formed legal entity called Parkmobile, LLC (“Parkmobile”). The Parkmobile joint venture combined two parking transaction engines, with SP Plus contributing the Click and Park® parking prepayment systems, which enables consumers to reserve and pay for parking online in advance and Parkmobile USA contributing its on demand transaction engine that allows consumers to transact real-time payment for parking privileges in both on- and off-street environments. On January 3, 2016, the Company closed a transaction to sell the entire 30% interest in Parkmobile to Parkmobile USA, Inc. for a gross sale price of $19.0 million and in the first quarter of 2018, the Company recognized a pre-tax gain of $10.1 million, net of closing costs, and included in Equity in (earnings) losses from investment in unconsolidated entity within the Consolidated Statements of Income for the twelve months ended December 31, 2018. The Company historically accounted for its investment in the Parkmobile joint venture using the equity method of accounting, and its underlying share of equity in Parkmobile was included in Equity investments in unconsolidated entities within the Consolidated Balance Sheets. The equity (earnings) losses in the Parkmobile joint venture were historically included in Equity in (earnings) losses from investment in unconsolidated entity within the Consolidated Statements of Income.

Noncontrolling Interests

Noncontrolling interests represent the noncontrolling holders’ percentage share of income or losses from the subsidiaries in which the Company holds a majority, but less than 100 percent, ownership interest and the results of which are consolidated and included within in our Consolidated Financial Statements.

Sale of a Business

During 2015, the Company signed an agreement to sell and subsequently sold portions of the Company’s security business primarily operating in the Southern California market to a third-party for a gross sales price of $1.5 million, which resulted in a gain on sale of business of $0.5 million, net of legal and other expenses. The assets under the sale agreement met the definition of a business as defined by ASU 805-10-55-4. Cash consideration received during 2015, net of legal and other expenses, was $1.0 million with the remaining consideration for the sale of the business being classified as contingent consideration. Per the sale agreement, the contingent consideration was based on the performance of the business and retention of current customers over an eighteen-month period ending in February 2017. The contingent consideration was valued at fair value as of the date of sale of the business and resulted in the Company recognizing a contingent receivable from the buyer in the amount of $0.5 million. The buyer had sixty days from February 2017 to calculate and remit the remaining consideration. The Company received $0.6 million for the final earn-out consideration from the buyer during 2017, which resulted in the Company recognizing an additional gain on sale of business of $0.1 million for the year ended December 31, 2017. The pre-tax profit for the operations of the sold business was not significant to prior periods presented. The significant inputs historically used to derive the Level 3 fair value of the contingent receivable were the probability of reaching certain revenue growth of the business and retention of current customers over the eighteen month period. The fair value of the contingent consideration receivable for the year ended December 31, 2016 was $0.5 million.

Income Taxes

Income tax expense involves management judgment as to the ultimate resolution of any tax issues. Historically, our assessments of the ultimate resolution of tax issues have been reasonably accurate. The current open issues are not dissimilar from historical items.

Deferred income taxes are computed using the asset and liability method, such that deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between financial reporting amounts and the tax bases of existing assets and liabilities based on currently enacted tax laws and tax rates in effect for the periods in which these temporary differences are expected to reverse or be settled. Income tax expense is the tax payable for the period plus the change during the period in deferred income taxes. The Company has certain state net operating loss carry forwards which expire in 2036. The Company considers a number of factors in its assessment of the recoverability of its net operating loss carryforwards including their expiration dates, the limitations imposed due to the change in ownership as well as future projections of income. Future changes in the Company's operating performance along with these considerations may significantly impact the amount of net operating losses ultimately recovered, and its assessment of their recoverability.

When evaluating our tax positions, the Company accounts for uncertainty in income taxes in our Consolidated Financial Statements. The evaluation of a tax position by the Company is a two-step process, the first step being recognition. The first step is to determine whether it is more-likely-than-not that a tax position will be sustained upon tax examination, including resolution of any related appeals or litigation processes, based on only the technical merits of the position and the weight of available evidence. If a tax position does not meet the more-likely-than-not threshold, which is more than 50% likely of being realized, the benefit of that position is not recognized in our financial statements. The second step is measurement of the tax benefit. The tax position is measured as the largest amount of benefit that is more-likely-than-not of being realized, which is more than 50% likely of being realized upon ultimate resolution with a taxing authority.
On December 22, 2017, the U.S. Tax Cuts and Jobs Act of 2017 (the "2017 Tax Act") was signed into law. The 2017 Tax Act includes significant changes to the corporate income tax system in the United States, including a federal corporate rate reduction from 35% to 21% and the transition of United States international taxation from a worldwide tax system to a territorial tax system, and a one-time transition tax on the mandatory deemed repatriation of foreign earnings. The 2017 Tax Act requires complex computations to be performed that were not previously required in U.S. tax law, significant judgments to be made in interpretation of the provisions of the 2017 Tax Act and significant estimates in calculations, and the preparation and analysis of information not previously relevant or regularly produced. The U.S. Department of Treasury, the Internal Revenue Service (IRS), foreign jurisdictions, state jurisdictions and other standard-setting bodies could interpret or issue guidance on how provisions of the 2017 Tax Act will be applied or otherwise administered that is different than our interpretation. The Company is required to recognize the effect of the tax law changes in the period of enactment, which include determining the transition tax, remeasuring our deferred tax assets and liabilities as well as reassessing the net realizability of our deferred tax assets and liabilities.

On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act of 2017 (SAB 118), as issued to address the application of US GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete accounting for certain income tax effects of the 2017 Tax Act. The Company completed its analysis of the income tax effects of the 2017 Tax Act in the fourth quarter of 2018 (within the measurement period not to extend beyond one year) in accordance with SAB 118.

Recently Issued Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09 *"Revenue from Contracts with Customers*" (Topic 606) and following its release, the FASB also issued the following additional ASUs updating the topic:

- In December 2016, the FASB issued ASU No. 2016-20, Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers
- In May 2016, the FASB issued ASU No. 2016-12, Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients
- In April 2016, the FASB issued ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing
- In March 2016, the FASB issued ASU No. 2016-08, Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)
- In August 2015, the FASB issued ASU No. 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date

Topic 606 supersedes the revenue recognition requirements in ASC 605, Revenue Recognition (Topic 605), and requires entities to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The Company adopted the provisions of Topic 606 on January 1, 2018 using the modified retrospective transition method and therefore the comparative periods have not been recasted and continue to be reported under the accounting standards in effect for those prior periods presented.

The standard has been applied to contracts that have not been completed at the date of initial application. Furthermore and in accordance with Topic 606, the Company has not retrospectively restated the contracts that were modified before the beginning of the earliest reporting period presented. The aggregate effect of all modifications when identifying the satisfied and unsatisfied performance obligations were reflected in determining and allocating the transaction price. The application of these practical expedients did not have a significant impact on the Company’s financial position, results of operations, cash flows and related financial statement disclosures.

In May 2017, the FASB issued ASU No. 2017-10, Service Concession Arrangements (Topic 853): Determining the Customer of the Operation Services. Topic 853 further clarifies how operating entities should determine the customer of operation services for transactions within the scope of Topic 853. The Company determined that revenue generated from service concession arrangements, will be accounted for under the guidance of Topic 606 upon adoption of Topic 853. The Company adopted the provisions of Topic 853 on January 1, 2018 and upon the adoption, the Company was required to reclassify certain assets used in service concession arrangements that were previously included in Leasehold improvements, equipment and construction in progress, net, to Other assets, net within the Consolidated Balance Sheet for December 31, 2018 (as discussed previously, the prior period presented has not been recasted).

In addition, the Company has the contractual right to invoice a customer prior to the performance obligation being satisfied in certain contractual arrangements, primarily related to monthly parking arrangements, and therefore effective January 1, 2018, the Company established a contract asset with a corresponding contract liability for the performance obligation expected to be satisfied at a future date.
The impact of this change on the Consolidated Balance Sheet as of December 31, 2018 is as follows:

<table>
<thead>
<tr>
<th>(millions, unaudited)</th>
<th>Impact of Changes in Accounting Policies as of December 31, 2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>As Reported</td>
<td>Balances without Adoption of Topics 606 and 853</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes and accounts receivable, net (1)</td>
<td>$150.7</td>
<td>$140.3</td>
</tr>
<tr>
<td>Leasehold improvements, equipment and construction in progress, net (2)</td>
<td>40.3</td>
<td>40.8</td>
</tr>
<tr>
<td>Other assets, net (2)</td>
<td>17.3</td>
<td>16.8</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued expenses (1)</td>
<td>$45.1</td>
<td>$34.7</td>
</tr>
</tbody>
</table>

(1) Approximately $10.4 million and $10.4 million of contract assets and contract liabilities, respectively, were recognized as of December 31, 2018.
(2) Leasehold improvements used in service concession arrangements of approximately $0.5 million were reclassified from Leasehold improvements, equipment and construction in progress to Other assets, net, as of December 31, 2018.

The adoption of Topics 606 and 853 had no impact to the Company’s Operating income or Net income for the year ended December 31, 2018. Certain expenses, primarily rental expense for the contractual arrangements that meet the definition of service concession arrangements under Topic 853, have been recorded as a reduction of revenue for the year ended December 31, 2018 (as discussed above, prior periods have not been recast).

The impact of this change to gross profit and depreciation and amortization for the year ended December 31, 2018 was as follows:

<table>
<thead>
<tr>
<th>(millions, unaudited)</th>
<th>Impact of Changes in Accounting Policies for the Year Ended December 31, 2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>As Reported</td>
<td>Balances without Adoption of Topics 606 and 853</td>
</tr>
<tr>
<td><strong>Services revenue</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease type contracts (1)</td>
<td>$413.9</td>
<td>$547.5</td>
</tr>
<tr>
<td>Management type contracts</td>
<td>361.5</td>
<td>361.7</td>
</tr>
<tr>
<td>Reimbursed management type contract revenue</td>
<td>775.4</td>
<td>909.2</td>
</tr>
<tr>
<td>Total services revenue</td>
<td>1,468.4</td>
<td>1,602.2</td>
</tr>
<tr>
<td><strong>Cost of services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease type contracts (1)</td>
<td>377.8</td>
<td>511.0</td>
</tr>
<tr>
<td>Management type contracts</td>
<td>213.8</td>
<td>213.8</td>
</tr>
<tr>
<td>Reimbursed management type contract expense</td>
<td>591.4</td>
<td>724.8</td>
</tr>
<tr>
<td>Total cost of services</td>
<td>1,284.4</td>
<td>1,417.8</td>
</tr>
<tr>
<td><strong>Gross profit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease type contracts</td>
<td>36.3</td>
<td>36.5</td>
</tr>
<tr>
<td>Management type contracts</td>
<td>147.7</td>
<td>147.8</td>
</tr>
<tr>
<td>Total gross profit</td>
<td>$184.0</td>
<td>$184.3</td>
</tr>
<tr>
<td><strong>Depreciation and amortization</strong></td>
<td>$17.9</td>
<td>$18.2</td>
</tr>
</tbody>
</table>

(1) Certain expenses, primarily rental expense for contractual arrangements that meet the definition of a service concession arrangement under Topic 853, of approximately $133.4 million that would have been previously classified as Cost of services - lease type contracts have been classified as a reduction of revenue and included in Services revenue - lease type contracts for the year ended December 31, 2018.

The adoption of Topics 606 and 853 did not result in a cumulative effect on our opening retained earnings and there was no impact to the Company's Consolidated Statements of Cash Flows. See Note 4, Revenue for further discussion on the impacts of adopting Topics 606 and 853.
In May 2017, the FASB issued ASU No. 2017-09, Compensation - Stock Compensation (Topic 718), Scope Modification Accounting. ASU No. 2017-09 clarifies when to account for a change to the terms or conditions of a share-based payment award as a modification. Under the new guidance, modification accounting is required only if the fair value, the vesting conditions, or the classification of the award (as equity or liability) changes as a result of the change in terms or conditions. The guidance is effective prospectively for all companies for annual periods beginning on or after December 15, 2017. Early adoption is permitted. The Company adopted the standard as of January 1, 2018. The standard did not have an impact on the Company’s financial position, results of operations, cash flows and financial statement disclosures.

In January 2017, the FASB issued ASU No. 2017-01, Business Combinations - Clarifying the Definition of a Business (Topic 805). Under ASU No. 2017-01, an entity first determines whether substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. If this threshold is met, the set is not a business. If it’s not met, the entity then evaluates whether the set meets the requirement that a business include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. ASU No. 2017-01 is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. The standard will be applied prospectively to any transactions occurring within the period of adoption. The Company adopted the standard as of January 1, 2018. The standard did not have an impact on the Company’s financial position, results of operations, cash flows and financial statement disclosures.

In February 2018, the FASB issued ASU No. 2018-02, Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income. The ASU provides guidance that permits companies to reclassify disproportionate tax effects in accumulated other comprehensive income (AOCI) caused by the Tax Cuts and Jobs Act of 2017 (the “2017 Tax Act”) to retained earnings. The FASB refers to these amounts as “stranded tax effects.” Companies that elect to reclassify the effects associated with the change in US federal corporate income tax rate must do so for all items within the AOCI. The new guidance also requires all companies to include certain new disclosures in their financial statements, regardless of whether a company opts to make the reclassification. Companies may adopt the new guidance using one of two transition methods: (1) retrospective to each period (or periods) in which the income tax effects of the 2017 Tax Act related to items remaining in AOCI are recognized, or (2) at the beginning of the period of adoption. ASU No. 2018-02 is effective for all companies for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Public business entities may early adopt the guidance for financial statements that have not yet been issued.

The Company adopted the provisions of ASU 2018-02 in the fourth quarter of 2018. The impact to the Company's financial position, results of operations, cash flow and financial statement disclosures are as follows:

- At the beginning of the twelve months ended December 31, 2018, as allowed by ASU 2018-02, the Company elected to reclassify the “stranded tax effects” from AOCI to retained earnings. As a result, beginning retained earnings includes a $0.6 million adjustment related to the recognition of stranded tax effects previously not recognized as a reduction of expense by the Company as of December 31, 2017.
- There was no significant impact to diluted weighted average shares outstanding for purposes of calculating net income per common share-diluted for the twelve months ended December 31, 2018, as a result of the adoption.

Accounting Pronouncements to be Adopted

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). ASU No. 2016-02 requires lessees to record most leases on the balance sheet and recognize expense, similar to current accounting guidance, on the income statement. Additionally, the classification criteria and the accounting for sales-type and direct financing leases is modified for lessors. Under ASU No. 2016-02, all entities are required to recognize “right-of-use” ("ROU") assets and lease liabilities on the balance sheet for all leases classified as either operating or finance leases. Lease classification will determine recognition of lease-related revenue and expense. Since the release of ASU No. 2016-02, the FASB also issued the following additional ASUs updating the topic:

- In January 2018, the FASB issued ASU No. 2018-01, Land Easement Practical Expedient for Transition to Topic 842
- In January 2018, the FASB issued ASU No. 2018-11, Lease (Topic 842): Targeted Improvements
- In July 2018, the FASB issued ASU No. 2018-10, Codification Improvements to Topic 842, Leases
- In December 2018, the FASB issued ASU No. 2018-20, Narrow Scope Improvements for Lessors

ASU No. 2016-02 and its related ASUs are effective for interim and annual reporting periods beginning after December 15, 2018.

The Company is finalizing the project plan in place to guide the implementation and assessment of the impact of the standard and other changes to the Company's financial position, results of operations, cash flows and financial statement disclosures. This plan has included an assessment of the Company’s portfolio of leases, understanding key policy elections and considerations under the standard as well as changes to key processes and internal controls. In addition to these procedures, the Company has selected a lease accounting software solution to support the new reporting requirements, extracted and input into the software solution data from the lease agreements.
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The Company will adopt the standard as of January 1, 2019, the beginning of fiscal 2019. The Company will take advantage of the transition package of practical expedients as permitted within ASU No. 2016-02 which among other things allows the Company to carry forward the historical lease classification. The Company will be making an accounting policy election to keep leases with an initial lease term of 12 months or less off of the Consolidated Balance Sheet and therefore there will be no requirement to recognize ROU assets and lease liabilities for these leases. We will recognize those lease payments in the Consolidated Statements of Operations on a straight-line basis over the lease term.

The standard will have a material impact on the Consolidated Balance Sheet and the Company estimates that the adoption of the standard is expected to result in the recognition of ROU lease assets and lease liabilities for operating leases ranging from approximately $475.0 million to $505.0 million and $490.0 million to $520.0 million, respectively. We do not believe the standard will materially affect our Consolidated Statement of Income or Consolidated Statement of Cash flow. The Company is currently assessing the impact of adopting this standard on the Company’s financial statement disclosures. The standard will have no impact on our debt-covenant compliance under our current agreements.

In January 2017, the FASB issued ASU No. 2017-04, Intangibles – Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment. The new guidance simplifies the accounting for goodwill impairment by removing Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit’s carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. All other goodwill impairment guidance will remain largely unchanged. Entities will continue to have the option to perform a qualitative assessment to determine if a quantitative impairment test is necessary. The same one-step impairment test will be applied to goodwill at all reporting units, even those with zero or negative carrying amounts. Entities will be required to disclose the amount of goodwill at reporting units with zero or negative carrying amounts. ASU No. 2017-04 is effective for annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Company is currently assessing the impact of adopting the standard on the Company's financial position, results of operations, cash flows and financial statement disclosures.

In June 2016, the FASB issued ASU No. 2016-13, Credit Losses - Measurement of Credit Losses on Financial Instruments (Topic 326). The standard significantly changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The standard will replace today’s “incurred loss” approach with an “expected loss” model for instruments measured at amortized cost. For available-for-sale debt securities, entities will be required to record allowances rather than reduce the carrying amount, as they do today under the other-than-temporary impairment model. Entities will apply the standard’s provisions as a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. The standard is effective for interim and annual reporting periods beginning after December 15, 2019. The Company is currently assessing the impact of adopting this standard on the Company’s financial position, results of operations, cash flows and financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-15, Intangibles – Goodwill and Other – Internal - Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. The standard requires a customer in a cloud computing arrangement that is a service contract to follow the internal-use software guidance in Accounting Standards Codification (ASC) 350-40 to determine which implementation costs to capitalize as assets. Capitalized implementation costs related to a hosting arrangement that is a service contract will be amortized over the term of the hosting arrangement, beginning when the module or component of the hosting arrangement is ready for its intended use. The standard is effective for interim and annual reporting periods beginning after December 15, 2019. The Company is currently assessing the impact of adopting this standard on the Company’s financial position, results of operations, cash flows and financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-13, Fair Value Measurement (Topic 820). This standard modifies the disclosures on fair value measurements by removing the requirement to disclose the amount and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy and the policy for timing of such transfers. The ASU expands the disclosure requirements for Level 3 fair value measurements, primarily focused on changes in unrealized gains and losses included in other comprehensive income. The standard is effective for interim and annual reporting periods beginning after December 15, 2019. The Company is currently assessing the impact of adopting this standard on the Company’s financial position, results of operations, cash flows and financial statement disclosures.
On November 30, 2018, the Company acquired the outstanding shares of Bags (the "Acquisition"). Bags is a leading provider of baggage delivery, remote airline check in, and other related services, primarily to airline, airport and hospitality clients. Subject to the terms and conditions of the Stock Purchase Agreement, as consideration for the acquisition of Bags, SP Plus paid to the Sellers total consideration of approximately $283.6 million. The consideration is comprised of $275.0 million of contractual cash consideration, $8.1 million related to the preliminary net working capital and cash acquired and $0.5 million for certain individual taxes to be paid by the Seller (the "Cash Consideration"). The purchase price is subject to adjustment based upon a working capital provision provided for by the purchase agreement, which the Company expects to finalize no later than the fourth quarter of 2019. As described in Note 21. Domestic and Foreign Operations, the Company integrated the Bags’ operations into Segment Two (Aviation) for segment reporting purposes, effective November 30, 2018.

The Company's acquisition of Bags has been accounted for as a business combination, and assets acquired and liabilities assumed were recorded at their estimated fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred, which is also generally measured at fair value or the net acquisition date fair values of the assets acquired and the liabilities assumed. The results of operations are reflected in the consolidated financial statements of the Company from the date of acquisition.

The Company incurred certain acquisition and integration costs associated with the transaction that were expensed as incurred and are reflected in the Consolidated Statements of Income. See Note 3. Acquisition, Restructuring and Integration Costs.

The Company believes that information gathered to date provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed but the company is waiting for additional information necessary to finalize those fair values. Thus, the provisional measurements of fair value set forth above are subject to change. As a result, during the measurement period, which may be up to one year from the acquisition date, adjustments to the assets acquired and liabilities assumed will be recorded with corresponding adjustments to goodwill. The Company expects to complete the purchase price allocation as soon as practicable but no later than one year from the acquisition date.

The following estimated fair values of assets acquired and liabilities assumed are provisional and are based on the information that was available as of the acquisition date to estimate the fair value of assets acquired and liabilities assumed:

<table>
<thead>
<tr>
<th>(millions)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 5.9</td>
</tr>
<tr>
<td>Notes and accounts receivable</td>
<td>13.2</td>
</tr>
<tr>
<td>Prepaid expenses and other</td>
<td>2.0</td>
</tr>
<tr>
<td>Advances and deposits</td>
<td>0.2</td>
</tr>
<tr>
<td>Leasehold improvements, equipment and construction in progress, net</td>
<td>1.5</td>
</tr>
<tr>
<td>Other intangible assets, net</td>
<td>118.0</td>
</tr>
<tr>
<td>Goodwill</td>
<td>154.1</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>(6.5)</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>(4.1)</td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>(0.7)</td>
</tr>
<tr>
<td>Net assets acquired and liabilities assumed</td>
<td>$ 283.6</td>
</tr>
</tbody>
</table>

Goodwill amounting to $154.1 million represents the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. The estimated goodwill to be recognized is attributable primarily to expanded revenue synergies and expanded opportunities in the aviation and hospitality businesses, and other benefits that the Company believes will result from combining its operations with the operations of Bags. The goodwill acquired is expected to be deductible for tax purposes.
Other Intangibles assets, net acquired consist of the following:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Estimated Life (1)</th>
<th>Estimated Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade name</td>
<td>5.0 Years</td>
<td>$5.6</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>12.4 - 15.8 Years</td>
<td>100.4</td>
</tr>
<tr>
<td>Existing technology</td>
<td>5.0 - 6.0 Years</td>
<td>10.4</td>
</tr>
<tr>
<td>Non-compete agreement</td>
<td>5.0 Years</td>
<td>1.6</td>
</tr>
<tr>
<td>Estimated fair value of identified intangibles</td>
<td></td>
<td>$118.0</td>
</tr>
</tbody>
</table>

(1) Represents preliminary estimated life of assets acquired.

The fair value estimate for all identifiable intangible assets is based on assumptions that market participants would use in pricing an asset, based on the most advantageous market for the asset (i.e., its highest and best use). The estimated fair value of trade names was determined with the relief from royalty savings method, which is a commonly-used variation of the income approach. The Company considered the return on assets and market comparable methods when estimating an appropriate royalty rate for the trade names. The estimated fair value of acquired customer relationships was determined with the excess earnings method, which is a variation of the income approach. This approach calculates the excess of the future cash inflows (i.e., revenue from customers generated from the relationships) over the related cash outflows (i.e., customer servicing expenses) generated over the useful life of the relationship. The estimated fair value of developed or existing technology was determined utilizing the relief from royalty savings method under the income approach with additional consideration given to asset deterioration rates.

The final determination of fair value of intangible assets, as well as estimated useful lives, remains subject to change. The finalization may have a material impact on the valuation of intangible assets and the purchase price allocation, which is expected to be finalized subsequent to the transaction but within the measurement period.

Pro forma financial information

The following unaudited pro forma results of operations for the years ended December 31, 2018 and 2017, assumes the Acquisition was completed on January 1, 2017, and as such Bags pre-acquisition results have been added to the Company’s historical results. The historical consolidated financial information of the Company and the acquisition have been adjusted in the pro forma information to give effect to pro forma events that are (1) directly attributable to the transaction, (2) factually supportable and (3) expected to have a continuing impact on the combined results. The pro forma results contained in the table below include adjustments for (i) amortization of acquired intangibles, (ii) reduced general and administrative expenses related to non-routine transaction expenses, (iii) increased interest expense related to the financing of the acquisition, and (iv) estimated income tax effect.

The unaudited pro forma condensed combined financial information is presented solely for informational purposes and is not necessarily indicative of the combined results of operations or financial position that might have been achieved for the periods or dates indicated, nor is it necessarily indicative of the future results of the combined company. The unaudited pro forma condensed combined financial statements do not give effect to the potential impact of any anticipated benefits from revenue synergies, cost savings or operating synergies that may result from the Acquisition or to any future dissynergies and integration related costs. Also, the unaudited pro forma condensed combined financial information does not reflect possible adjustments related to potential restructuring or integration activities that have yet to be determined or transaction or other costs following the combination that are not expected to have a continuing impact on the business of the combined company. Further, one-time transaction-related expenses anticipated to be incurred prior to, or concurrent with, the closing of the transaction are not included in the unaudited pro forma condensed combined statement of income as such transaction costs were determined not to be significant. Additionally, the pro forma financial information does not reflect the costs which the company has incurred or may incur to integrate Bags.

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Total services revenue</td>
<td>$1,617.7</td>
</tr>
<tr>
<td>Net income attributable to SP Plus Corporation</td>
<td>55.1</td>
</tr>
</tbody>
</table>

Services revenue and net income related to Bags in 2018 that are included in the Consolidated Statements of Income are $14.2 million and $1.3 million, which are included in Services revenue - Management type contracts and Net income attributable to SP Plus Corporation, respectively.
3. Acquisition, Restructuring and Integration Costs

Acquisition, Restructuring and Integration Costs

The Company has incurred certain acquisition, restructuring, and integration costs that were expensed as incurred, which include:

• transaction costs and other acquisition related costs (primarily professional services and advisory services) for the Bags acquisition (included within General and administrative expenses within the Consolidated Statements of Income);

• costs (primarily severance and relocation costs) related to a series of Company initiated workforce reductions to increase organizational effectiveness and provide cost savings that can be reinvested in the Company's growth initiatives, during 2018, 2017 and 2016 (included within General and administrative expenses within the Consolidated Statements of Income);

• costs related to the selling stockholders' underwritten public offerings of common stock of the Company incurred during the second quarter 2017 (included within General and administrative expenses within the Consolidated Statements of Income); and

• costs related to the write off of certain fixed assets and the acceleration of certain software assets directly as a result of a previous merger (included within Depreciation and amortization within the Consolidated Statements of Income).

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2018 (millions)</th>
<th>Year Ended December 31, 2017 (millions)</th>
<th>Year Ended December 31, 2016 (millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General and administrative expenses</td>
<td>$8.1</td>
<td>$1.2</td>
<td>$4.5</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>—</td>
<td>—</td>
<td>$2.4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8.1</strong></td>
<td><strong>$1.2</strong></td>
<td><strong>$6.9</strong></td>
</tr>
</tbody>
</table>

An accrual for acquisition, restructuring and integration costs of $3.3 million (of which, $1.0 million is included in Compensation and payroll withholdings, $2.1 million is included in Accrued Expenses, $0.2 million in Other long-term liabilities within the Consolidated Balance Sheets) and $2.3 million (of which, $1.8 million is included in Compensation and payroll withholdings and $0.5 million in Other long-term liabilities within the Consolidated Balance Sheets) as of December 31, 2018 and 2017, respectively. All accruals are expected to be paid during 2019, with the exception of $0.2 million included in Other long-term liabilities within the Consolidated Balance Sheets.

4. Revenue

The Company accounts for revenue in accordance with Topics 606 and 853. Topic 606 requires entities to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. See also Note 1. Significant Accounting Policies and Practices for further discussion. The Company adopted Topics 606 and 853 on January 1, 2018, using the modified retrospective method of adoption.

Contracts with customers and clients

The Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. Once a contract is identified, the Company evaluates whether the combined or single contract should be accounted for as more than one performance obligation. Substantially all of our revenues come from the following two types of arrangements: Lease type and Management type contracts.

Services revenue - lease type contracts

Under lease type arrangements, the Company pays the property owner a fixed base rent or payment, percentage rent or payment that is tied to the facility's financial performance, or a combination of both. The Company operates the parking facility and is responsible for most operating expenses, but typically is not responsible for major maintenance, capital expenditures or real estate taxes. Performance obligations for services revenues related to lease type contracts include parking for transient and monthly parkers. Revenue is recognized over time as the Company provides services. As noted in Note 1. Significant Accounting Policies and Practices and in accordance with Topic 853, certain expenses, primarily rental expense for the contractual arrangements that meet the definition of service concession arrangements, are recorded as a reduction of revenue for the year ended December 31, 2018.
Services revenue - management type contracts

Management type contract revenue consists of management fees, including both fixed, variable and/or performance-based fees. In exchange for this consideration, the Company has a bundle of performance obligations that include services such as managing the facilities and providing certain services to a client. The Company believes that it can generally purchase required insurance for the location at lower rates than clients can obtain on their own because the Company is effectively self-insured for all liability, worker's compensation and health care claims by maintaining a large per-claim deductible. As a result, the Company generates operating income on the insurance provided under our management type contracts by focusing on our risk management efforts and controlling losses. Management type contract revenues do not include gross customer collections at the managed facilities or for providing certain services to a client, as these revenues belong to the clients rather than to the Company. Management type contracts generally provide the Company with management fees regardless of the operating performance of the underlying facilities. Revenue is recognized over time as the Company provides services.

Service concession arrangements

Service concession agreements within the scope of Topic 853 include both lease type and management type contracts. Upon the adoption of Topic 853, revenue generated from service concession arrangements, is accounted for under the guidance of Topics 606 and Topic 853. For the year ended December 31, 2018, certain expenses (primarily rental expense) related to service concession arrangements, previously recorded within Cost of services - lease type contracts and Depreciation and amortization, have been recorded as a reduction of Services revenue - lease type contracts upon adoption of Topic 853.

Contract modifications and taxes

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either changes the consideration due to the Company or creates new performance obligations or changes the existing scope of the contract and related performance obligations. Most of our contract modifications are for services that are not distinct from the existing contract due to the fact that the Company is providing a bundle of performance obligations that are highly inter-related in the context of the contract, and are therefore accounted for as if they were part of that existing contract. Typically, modifications are accounted for prospectively as part of the existing contract.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, which are collected by the Company from a customer, are excluded from revenue.

Reimbursed management type contract revenue and expense

The Company recognizes both revenues and expenses, in equal amounts, that are directly reimbursed operating expenses incurred under a management type contract. The Company has determined it is the principal in these transactions as the nature of our performance obligations is for the Company to provide the services on behalf of the customer. As the principal to these related transactions, the Company has control of the promised services before they are transferred to the customer.

Disaggregation of revenue

The Company disaggregates its revenue from contracts with customers by type of arrangement for each of our reportable segments. The Company has concluded that such disaggregation of revenue best depicts the overall economic nature, timing and uncertainty of the Company’s revenue and cash flows affected by the economic factors of the respective contractual arrangement. See Note 21, Domestic and Foreign Operations for further information on disaggregation of our revenue by segment.

Performance obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer or client, and is the unit of account in Topic 606. The contract transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of our contracts have a single performance obligation that is not separately identifiable from other promises in the contract and therefore not distinct, comprising the promise to provide a bundle of monthly performance obligations or services for transient or monthly parkers.

The contract price is generally deemed to be the transaction price. Some management type contracts include performance incentives that are based on variable performance measures. These incentives are constrained at contract inception and recognized once the customer has confirmed that the Company has met the contractually agreed upon performance measures as defined in the contract.

Our performance obligations are primarily satisfied over time as the Company provides the related services. Typically, revenue is recognized over time on a straight-line basis as the Company satisfies the related performance obligation. There are certain management type contracts where revenue is recognized based on costs incurred to date plus a reasonable margin. The Company has concluded this is a faithful depiction of how control is transferred to the customer. Performance obligations satisfied at a point in time for the year ended December 31, 2018 were not significant.
The time between completion of the performance obligation and collection of cash is typically not more than 30 - 60 days. In certain contractual arrangements, such monthly parker contracts, cash is collected in advance of the Company commencing its performance obligations under the contractual arrangement.

As of December 31, 2018, the Company had $113.6 million related to performance obligations that were unsatisfied or partially unsatisfied for which the Company expects to recognize revenue. This amount excludes variable consideration primarily related to contracts where the Company and customer share the gross revenues or operating profit for the location and contracts where transaction prices include performance incentives that are constrained at contract inception. These performance incentives are based on measures that are ascertained exclusively by future performance and therefore cannot be estimated at contract inception by the Company. The Company applies the practical expedient that permits exclusion of information about the remaining performance obligations that have original expected durations of one year or less. The Company expects to recognize its remaining performance obligations as revenue in future periods as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Remaining Performance Obligations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$48.6</td>
</tr>
<tr>
<td>2020</td>
<td>29.0</td>
</tr>
<tr>
<td>2021</td>
<td>16.9</td>
</tr>
<tr>
<td>2022</td>
<td>8.6</td>
</tr>
<tr>
<td>2023</td>
<td>5.3</td>
</tr>
<tr>
<td>2024 and thereafter</td>
<td>5.2</td>
</tr>
<tr>
<td>Total</td>
<td>$113.6</td>
</tr>
</tbody>
</table>

Contract balances

The timing of revenue recognition, billings and cash collections results in accounts receivable, contract assets and contract liabilities. Accounts receivable represent amounts where the Company has an unconditional right to the consideration and therefore only the passage of time is required for the Company to receive consideration due from the customer. Both lease type and management type contracts have customers and clients where amounts are billed as work progresses or in advance in accordance with agreed-upon contractual terms. Billing may occur subsequent to or prior to revenue recognition, resulting in contract assets and contract liabilities. The Company, on occasion, receives advances or deposits from customers and clients, on both lease and management type contracts, before revenue is recognized, resulting in the recognition of contract liabilities.
Contract assets and contract liabilities are reported on a contract-by-contract basis and are included in Notes and accounts receivable, net and Accrued expenses, respectively, on the Consolidated Balance Sheet as of December 31, 2018. Impairment charges related to accounts receivable for the years ended December 31, 2018, 2017 and 2016, were not significant. There were no impairment charges recorded on contract assets and contract liabilities for the years ended December 31, 2018, 2017 and 2016. The following table provides information about contract assets and contract liabilities with customers and clients as of December 31, 2018:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts receivable</td>
<td>$139.3</td>
</tr>
<tr>
<td>Contract asset</td>
<td>11.4</td>
</tr>
<tr>
<td>Contract liability</td>
<td>$(19.1)</td>
</tr>
</tbody>
</table>

Changes in contract assets include recognition of additional consideration due from the customer or client once the Company obtains an unconditional right to the consideration offset by reclassifications of contract asset balances to accounts receivable when the Company obtains an unconditional right to consideration, thereby establishing an accounts receivable. The following table provides information about changes to contract asset balances for the year ended December 31, 2018:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Contract Asset</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of January 1, 2018</td>
<td>$12.2</td>
</tr>
<tr>
<td>Additional contract assets</td>
<td>132.7</td>
</tr>
<tr>
<td>Reclassification to accounts receivable</td>
<td>(133.5)</td>
</tr>
<tr>
<td>Balance as of December 31, 2018</td>
<td>$11.4</td>
</tr>
</tbody>
</table>

Changes in contract liability primarily include additional contract liabilities and liquidation of contract liabilities when revenue is recognized. The entire contract liability balance as of January 1, 2018 was recognized as revenue during the year ended December 31, 2018. The following table provides information about changes to contract liability balances for the year ended December 31, 2018:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Contract Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of January 1, 2018</td>
<td>$(20.5)</td>
</tr>
<tr>
<td>Additional contract liabilities</td>
<td>(170.4)</td>
</tr>
<tr>
<td>Recognition of revenue from contract liabilities</td>
<td>171.8</td>
</tr>
<tr>
<td>Balance as of December 31, 2018</td>
<td>$(19.1)</td>
</tr>
</tbody>
</table>

Cost of contracts, net

Cost of contracts, net represents the cost of obtaining contractual rights associated with providing services for a lease or management type contracts. The adoption of Topic 606 did not have a significant impact on how the Company previously reported contract costs. Incremental costs incurred to obtain parking contracts are amortized on a straight line basis over the estimated life of the contracts, including anticipated renewals and terminations. This is consistent with the timing of when the Company satisfies the related performance obligations. Estimated lives are based on the contract life or anticipated lives of the contract.

The table below shows amortization expense related to cost of contracts for the years ended December 31, 2018, 2017 and 2016, respectively. Amortization expense of cost of contracts related to service concession arrangements within the scope of Topic 853 is recorded as a reduction of revenue and was not significant for the years ended December 31, 2018, 2017 and 2016, respectively.

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Amortization expense related to cost of contract</td>
<td>$3.0</td>
</tr>
</tbody>
</table>

As of December 31, 2018 and 2017, cost of contracts net of accumulated amortization included on the Consolidated Balance Sheets under Cost of contract, net were $9.2 million and $6.9 million, respectively. No impairment charges were recorded for the years ended December 31, 2018, 2017 and 2016, respectively.
5. Net Income per Common Share

Basic net income per common share is computed by dividing Net income attributable to SP Plus Corporation by the weighted average number of shares of common stock outstanding during the period. Diluted net income per common share is based upon the weighted average number of shares of common stock outstanding at period end, consisting of incremental shares assumed to be issued upon exercise of stock options and the incremental shares assumed to be issued under performance share and restricted stock unit arrangements, using the treasury-stock method.

A reconciliation of the basic weighted average common shares outstanding to diluted weighted average common shares outstanding is as follows:

<table>
<thead>
<tr>
<th>(millions, except share and per share data)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Net income attributable to SP Plus Corporation</td>
<td>$ 53.2</td>
</tr>
<tr>
<td>Basic weighted average common shares outstanding</td>
<td>22,394,542</td>
</tr>
<tr>
<td>Dilutive impact of share-based awards</td>
<td>212,681</td>
</tr>
<tr>
<td>Diluted weighted average common shares outstanding</td>
<td>22,607,223</td>
</tr>
</tbody>
</table>

Net income per common share

<table>
<thead>
<tr>
<th></th>
<th>Basic</th>
<th>Diluted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 2.38</td>
<td>$ 2.35</td>
</tr>
<tr>
<td></td>
<td>$ 1.86</td>
<td>$ 1.83</td>
</tr>
<tr>
<td></td>
<td>$ 1.04</td>
<td>$ 1.03</td>
</tr>
</tbody>
</table>

As of December 31, 2018, the weighted average number of performance-based shares units related to the 2016 awards were included for the purposes of determining diluted net income per share as all performance goals were achieved as of this date. The 2017 and 2018 performance-based awards have been excluded for purposes of determining diluted net income per share for the year ended December 31, 2018, as all performance goals were not achieved relating to these awards as of December 31, 2018.

There are no additional securities that could dilute basic earnings per share in the future that were not included in the computation of diluted earnings per share, other than those disclosed.

6. Stock-Based Compensation

The Company measures stock-based compensation expense at the grant date, based on the estimated fair value of the award, and the expense is recognized over the requisite employee service period or performance period (generally the vesting period) for awards expected to vest. The Company accounts for forfeitures of stock-based awards as they occur.

The Company has an amended and restated long-term incentive plan (the "Plan") that was adopted in conjunction with its initial public offering in 2004. On March 7, 2018, the Board approved an amendment and restatement of the Plan, subject to stockholder approval, that increased the number of shares of common stock available under the Plan from 2,975,000 to 3,775,000. Company stockholders approved the Plan amendment and restatement on May 8, 2018. Forfeited and expired options under the Plan become generally available for reissuance. At December 31, 2018, 940,529 shares remained available for award under the Plan.

Stock Options and Grants

There were no options granted during the years ended December 31, 2018, 2017 and 2016. The Company recognized no stock-based compensation expense related to stock options for the years ended December 31, 2018, 2017 and 2016 as all options previously granted are fully vested.

The following is a summary of Company authorized vested stock grants to certain directors for the year ended December 31, 2018, 2017 and 2016. Stock-based compensation expense related to vested stock grants are included in General and administrative expenses within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th>(millions, except stock grants)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Vested stock grants</td>
<td>12,736</td>
</tr>
<tr>
<td>Stock-based compensation expense</td>
<td>$</td>
</tr>
</tbody>
</table>

Restricted Stock Units

During the year ended December 31, 2018, the Company authorized certain one-time grants of 48,663 and 8,426 restricted stock units to certain executives that vest three years or five years from date of issuance, respectively. The restricted stock unit agreements are designed to reward performance over three or five-year periods.

No grants of restricted stock units were authorized during the year ended December 31, 2017.
During the year ended December 31, 2016, the Company authorized certain one-time grants of 4,020 restricted stock units to certain executives that vest five years from date of issuance. The restricted stock unit agreements are designed to reward performance over a five-year period.

The fair value of restricted stock units is determined using the market value of the Company's common stock on the date of the grant, and compensation expense is recognized over the vesting period.

A summary of the status of the restricted stock units as of December 31, 2018, and changes during the year ended December 31, 2018, 2017 and 2016, are presented below:

<table>
<thead>
<tr>
<th>Shares</th>
<th>Weighted Average Grant-Date Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonvested as of December 31, 2015</td>
<td>401,716</td>
</tr>
<tr>
<td>Issued</td>
<td>4,020</td>
</tr>
<tr>
<td>Vested</td>
<td>(54,215)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(17,324)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2016</td>
<td>334,197</td>
</tr>
<tr>
<td>Issued</td>
<td>22,000</td>
</tr>
<tr>
<td>Vested</td>
<td>(26,399)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(4,537)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2017</td>
<td>325,261</td>
</tr>
<tr>
<td>Issued</td>
<td>57,089</td>
</tr>
<tr>
<td>Vested</td>
<td>(173,240)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(6,456)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2018</td>
<td>202,654</td>
</tr>
</tbody>
</table>

The table below shows the Company's stock-based compensation expense related to the restricted stock units for the years ended December 31, 2018, 2017 and 2016, and is included in General and administrative expenses within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock-based compensation expense</td>
<td>$0.9</td>
<td>$0.9</td>
<td>$0.9</td>
</tr>
</tbody>
</table>

Unrecognized stock-based compensation expense related to the restricted stock units and the respective weighted average periods in which the expense will be recognized for the years ended December 31, 2018, 2017 and 2016, is shown in the table below.

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrecognized stock-based compensation</td>
<td>$1.8</td>
<td>$0.9</td>
<td>1.7</td>
</tr>
<tr>
<td>Weighted average (years)</td>
<td>2.3 years</td>
<td>2.1 years</td>
<td>2.8 years</td>
</tr>
</tbody>
</table>

Performance Share Units

In September 2014, the Board of Directors authorized a performance-based incentive program under the Plan ("Performance-Based Incentive Program"), whereby the Company will issue performance share units to certain executive management individuals that represent shares potentially issuable in the future. The objective of the performance-based incentive program is to link compensation to business performance, encourage ownership of Company stock, retain executive talent, and reward executive performance. The Performance-Based Incentive Program provides participating executives with the opportunity to earn vested common stock if certain performance targets for pre-tax free cash flow are achieved over the cumulative three-year period and recipients satisfy service-based vesting requirements. The stock-based compensation expense associated with unvested performance-based incentives are recognized on a straight-line basis over the shorter of the vesting period or minimum service period and dependent upon the probable outcome of the number of shares that will ultimately be issued based on the achievement of pre-tax free cash flow over the cumulative three-year period.

In March 2018, the Board of Directors authorized a performance-based incentive program under the Company's Long-Term Incentive Plan ("2018 Performance-Based Incentive Program"). The 2018 Performance-Based Incentive Program is similar to the 2016 and 2017 Performance-Based Incentive Program, with the exception of the number of shares ultimately to be issued is based on the achievement of free cash flow before cash tax and interest payments over the cumulative three-year period of 2018 through 2020.
During 2018, certain participating executives became vested in Performance-Based Incentive Program shares based on retirement eligibility and as a result $0.2 million of stock-based compensation related to 15,497 shares were recognized in General and administrative expenses, and which continue to be subject to achieving cumulative pre-tax free cash flow over the respective three-year periods. Additionally, participating executives became vested in the Performance-Based Incentive Program shares based on meeting eligibility for vesting at the end of the three-year performance period of 2016 through 2018. As a result, 51,160 shares were vested to these participating executives as of December 31, 2018.

In March 2017, the Board of Directors authorized another performance-based incentive program under the Company's Long-Term Incentive Plan ("2017 Performance-Based Incentive Program"). The 2017 Performance-Based Incentive Program is similar to the 2015 and 2016 Performance-Based Incentive Program, with the exception of the number of shares ultimately to be issued is based on the achievement of free cash flow before cash tax payments over the cumulative three-year period of 2017 through 2019.

During 2017, certain participating executives became vested in Performance-Based Incentive Program shares based on retirement eligibility and as a result $0.2 million of stock-based compensation related to 7,529 shares were recognized in General and administrative expenses, and which continue to be subject to achieving cumulative pre-tax free cash flow over the respective three-year periods. Additionally, participating executives became vested in the Performance-Based Incentive Program shares based on meeting eligibility for vesting at the end of the three-year performance period of 2015 through 2017. As a result, 54,390 shares were vested to these participating executives as of December 31, 2017.

In April 2016, the Board of Directors authorized another performance-based incentive program under the Company's Long-Term Incentive Plan ("2016 Performance-Based Incentive Program"). The 2016 Performance-Based Incentive Program is similar to the 2015 Performance-Based Incentive Program, with the exception of the number of shares ultimately to be issued is based on the achievement of free cash flow before cash tax payments over the cumulative three-year period of 2016 through 2018.

During 2016, certain participating executives became vested in Performance-Based Incentive Program shares based on retirement eligibility and as a result $0.1 million of stock-based compensation related to 2,083 shares were recognized in General and administrative expenses, and which continue to be subject to achieving cumulative pre-tax free cash flow over the respective three-year periods. Additionally, participating executives became vested in the Performance-Based Incentive Program shares based on meeting eligibility for vesting at the end of the three-year performance period of 2014 through 2016. As a result, 82,334 shares were vested to these participating executives as of December 31, 2016.

A summary of the status of the performance share units as of December 31, 2018, and changes during the year ended December 31, 2018, 2017 and 2016 are presented below:

<table>
<thead>
<tr>
<th>Shares</th>
<th>Weighted Average Grant-Date Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonvested as of December 31, 2015</td>
<td>173,851</td>
</tr>
<tr>
<td>Issued</td>
<td>99,486</td>
</tr>
<tr>
<td>Vested</td>
<td>(84,417)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(29,423)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2016</td>
<td>159,477</td>
</tr>
<tr>
<td>Issued (1)</td>
<td>29,494</td>
</tr>
<tr>
<td>Vested</td>
<td>(61,919)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(11,770)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2017</td>
<td>115,282</td>
</tr>
<tr>
<td>Issued (2)</td>
<td>55,640</td>
</tr>
<tr>
<td>Vested</td>
<td>(66,857)</td>
</tr>
<tr>
<td>Forfeited</td>
<td>(10,572)</td>
</tr>
<tr>
<td>Nonvested as of December 31, 2018</td>
<td>93,693</td>
</tr>
</tbody>
</table>

(1) Includes a reduction of 59,091 shares of performance adjustments made at a weighted average grant-date fair value of $26.07.

(2) Includes a reduction of 45,075 shares of performance adjustments made at a weighted average grant-date fair value of $35.86.
The table below shows the Company's stock-based compensation expense related to the Performance-Based Incentive Program for the years ended December 31, 2018, 2017 and 2016, and is included in General and administrative expenses within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock-based compensation</td>
<td>$1.4</td>
<td>$1.3</td>
<td>$1.8</td>
</tr>
</tbody>
</table>

Future compensation expense for currently outstanding awards under the Performance-Based Incentive Program could reach a maximum of $9.7 million. Stock-based compensation for the Performance-Based Incentive Program is expected to be recognized over a weighted average period of 1.6 years.

7. Leasehold Improvements, Equipment, Land and Construction in Progress, net

Leasehold improvements, equipment, and construction in progress and related accumulated depreciation and amortization is as follows:

<table>
<thead>
<tr>
<th>Ranges of Estimated Useful Life</th>
<th>December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Equipment 1 - 10 Years</td>
<td>$41.5</td>
</tr>
<tr>
<td>Software 2 - 5 Years</td>
<td>$34.7</td>
</tr>
<tr>
<td>Vehicles 1 - 10 Years</td>
<td>$23.6</td>
</tr>
<tr>
<td>Other 3 Years</td>
<td>$0.6</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>17.7</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>4.4</td>
</tr>
<tr>
<td>Total</td>
<td>122.5</td>
</tr>
<tr>
<td>Less accumulated depreciation and amortization</td>
<td>(82.2)</td>
</tr>
</tbody>
</table>

Leasehold improvements, equipment, land and construction in progress, net $40.3 $27.4

Asset additions are recorded at cost, which includes interest on significant projects. Depreciation is provided in amounts sufficient to relate the cost of depreciable assets to operations over their estimated useful lives or over the terms of the respective leases, whichever is shorter, and depreciated principally on the straight-line basis. The costs and accumulated depreciation of assets sold or disposed of are removed from the accounts and the resulting gain or loss is reflected in earnings. Plant and equipment are reviewed for impairment when conditions indicate an impairment or future impairment; the assets are either written down or the useful life is adjusted to the remaining period of estimated useful life.

The table below shows the Company's depreciation and amortization expense related to Leasehold improvements, equipment and construction in progress for the years ended December 31, 2018, 2017 and 2016, and is included in Depreciation and amortization expense within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depreciation expense</td>
<td>$9.6</td>
<td>$11.3</td>
<td>$16.2</td>
</tr>
</tbody>
</table>
8. Cost of Contracts, net

Cost of contracts, net, is comprised of the following:

<table>
<thead>
<tr>
<th></th>
<th>December 31,</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>Cost of contracts</td>
<td>$33.8</td>
<td>$30.5</td>
<td></td>
</tr>
<tr>
<td>Accumulated amortization</td>
<td>(24.6)</td>
<td>(21.6)</td>
<td></td>
</tr>
<tr>
<td>Cost of contracts, net</td>
<td>$9.2</td>
<td>$8.9</td>
<td></td>
</tr>
</tbody>
</table>

The expected future amortization of cost of contracts is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Amortization expense</td>
<td>$3.0</td>
</tr>
<tr>
<td>Weighted average life (years)</td>
<td>9.4</td>
</tr>
</tbody>
</table>

The table below shows the Company's amortization expense related to costs of contracts for the years ended December 31, 2018, 2017 and 2016, and is primarily included in Depreciation and amortization within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Amortization expense</td>
<td>$3.0</td>
</tr>
<tr>
<td>Weighted average life (years)</td>
<td>9.4</td>
</tr>
</tbody>
</table>

9. Other Intangible Assets, net

The following presents a summary of other intangible assets:

<table>
<thead>
<tr>
<th></th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Acquired intangible assets, net (2)</td>
<td>$200.3</td>
</tr>
</tbody>
</table>

(1) Excludes the original cost and accumulated amortization on fully amortized intangible assets.
(2) Intangible assets have estimated remaining lives between a half year and 16 years.
The table below shows the amortization expense related to intangible assets for the years ended December 31, 2018, 2017 and 2016, and is included in Depreciation and amortization within the Consolidated Statements of Income.

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortization expense</td>
<td>$6.1</td>
<td>$7.2</td>
<td>$14.6</td>
</tr>
</tbody>
</table>

The expected future amortization of intangible assets as of December 31, 2018 is as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Intangible asset amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$15.1</td>
</tr>
<tr>
<td>2020</td>
<td>15.1</td>
</tr>
<tr>
<td>2021</td>
<td>15.1</td>
</tr>
<tr>
<td>2022</td>
<td>15.0</td>
</tr>
<tr>
<td>2023</td>
<td>14.9</td>
</tr>
<tr>
<td>2024 and thereafter</td>
<td>90.8</td>
</tr>
<tr>
<td>Total</td>
<td>$166.0</td>
</tr>
</tbody>
</table>

10. Favorable and Unfavorable Acquired Lease Contracts, net

Favorable and unfavorable acquired lease contracts represent the acquired fair value of lease contracts in connection with the Central Merger. Favorable and unfavorable acquired lease contracts are being amortized over the contract term, including anticipated renewals and terminations.

The following presents a summary of favorable and unfavorable lease contracts:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Favorable</th>
<th>Unfavorable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 31,</td>
<td>December 31,</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
</tr>
<tr>
<td>Acquired fair value of lease contracts</td>
<td>$62.2</td>
<td>$65.2</td>
</tr>
<tr>
<td>Accumulated (amortization) accretion</td>
<td>$(44.6)</td>
<td>$(41.9)</td>
</tr>
<tr>
<td>Total acquired fair value of lease contracts, net</td>
<td>$17.6</td>
<td>$23.3</td>
</tr>
</tbody>
</table>

The table below shows the amortization expense for favorable acquired lease contracts, which is recognized as an increase to Cost of services - lease type contracts within the Consolidated Statements of Income for the years ended December 31, 2018, 2017 and 2016, along with the weighted average remaining useful life.

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Amortization expense</td>
<td>$5.7</td>
</tr>
<tr>
<td>Weighted average life (years)</td>
<td>12.0</td>
</tr>
</tbody>
</table>

The table below shows the amortization expense for unfavorable acquired lease contracts, which is recognized as a decrease to Cost of services - lease type contracts within the Consolidated Statements of Income, for the years ended December 31, 2018, 2017 and 2016, along with the weighted average remaining useful life.

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Amortization expense</td>
<td>$6.7</td>
</tr>
<tr>
<td>Weighted average life (years)</td>
<td>7.9</td>
</tr>
</tbody>
</table>
The expected future amortization (accretion) of acquired lease contracts is as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Favorable</th>
<th>Unfavorable</th>
<th>Unfavorable, Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$3.5</td>
<td>$(5.6)</td>
<td>$(2.1)</td>
</tr>
<tr>
<td>2020</td>
<td>3.0</td>
<td>(3.7)</td>
<td>(0.7)</td>
</tr>
<tr>
<td>2021</td>
<td>2.2</td>
<td>(2.7)</td>
<td>(0.5)</td>
</tr>
<tr>
<td>2022</td>
<td>1.5</td>
<td>(2.6)</td>
<td>(1.1)</td>
</tr>
<tr>
<td>2023</td>
<td>1.0</td>
<td>(2.2)</td>
<td>(1.2)</td>
</tr>
<tr>
<td>2024 and thereafter</td>
<td>6.4</td>
<td>(7.9)</td>
<td>(1.5)</td>
</tr>
<tr>
<td>Total</td>
<td>$17.6</td>
<td>$(24.7)</td>
<td>$(7.1)</td>
</tr>
</tbody>
</table>

11. Goodwill

The amounts for goodwill and changes to carrying value by reportable segment are as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Segment One</th>
<th>Segment Two</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of December 31, 2016</td>
<td>$368.7</td>
<td>$62.7</td>
<td>$431.4</td>
</tr>
<tr>
<td>Foreign currency translation</td>
<td>0.3</td>
<td>—</td>
<td>0.3</td>
</tr>
<tr>
<td>Balance as of December 31, 2017</td>
<td>$369.0</td>
<td>$62.7</td>
<td>$431.7</td>
</tr>
<tr>
<td>Goodwill acquired</td>
<td>—</td>
<td>154.1</td>
<td>154.1</td>
</tr>
<tr>
<td>Foreign currency translation</td>
<td>(0.3)</td>
<td>—</td>
<td>(0.3)</td>
</tr>
<tr>
<td>Balance as of December 31, 2018</td>
<td>$368.7</td>
<td>$216.8</td>
<td>$585.5</td>
</tr>
</tbody>
</table>

The Company tests goodwill at least annually for impairment (the Company has elected to annually test for potential impairment of goodwill on the first day of the fourth quarter) and tests more frequently if indicators are present or changes in circumstances suggest that impairment may exist. The indicators include, among others, declines in sales, earning or cash flows or the development of a material adverse change in business climate. The Company assesses goodwill for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment, referred to as a reporting unit. See Note 1. Significant Accounting Policies and Practices for additional detail on the Company’s policy for assessing goodwill for impairment.

The Company completed its annual goodwill impairment test as of October 1, 2018, using a qualitative test (Step Zero), to determine the likelihood of impairment and if it was more likely than not that the fair value of the reporting units were less than the carrying value of the reporting unit. The Company concluded that the estimated fair values of each of the Company’s reporting units exceeded its carrying amount of net assets assigned to that reporting unit and, therefore, no further testing was required (Step One). Generally, the more-likely-than-not threshold is a greater than a 50% likelihood that the fair value of a reporting unit is greater than the carrying value. No impairment was recorded as a result of the goodwill impairment test performed.

12. Fair Value Measurement

Fair Value Measurements-Recurring Basis

In determining fair value, the Company uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability. Applicable accounting literature establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The fair value hierarchy is based on observable or unobservable inputs to valuation techniques that are used to measure fair value. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity’s pricing based upon its own market assumptions. Applicable accounting literature defines levels within the hierarchy based on the reliability of inputs as follows:

- Level 1: Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs are quoted prices for similar assets or liabilities in an active market, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs other than quoted prices that are observable and market-corroborated inputs, which are derived principally from or corroborated by observable market data.
- Level 3: Inputs that are derived from valuation techniques in which one or more significant inputs or value drivers are unobservable.

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As of December 31, 2018 and 2017, the Company had no financial assets and liabilities, other than cash and cash equivalents measured at fair value on a recurring basis. The carrying value of cash and cash equivalents approximates their fair value due to the short-term nature of these financial instruments and has been classified as a Level 1.

Nonrecurring Fair Value Measurements

Certain assets are measured at fair value on a nonrecurring basis; that is, the assets are measured at fair value on an ongoing basis but are subject to fair value adjustments only in certain circumstances (for example, when there is evidence of impairment). Non-financial assets such as goodwill, intangible assets, and leasehold improvements, equipment land and construction in progress are subsequently measured at fair value when there is an indicator of impairment and recorded at fair value only when impairment is recognized. The Company assesses the impairment of intangible assets annually or whenever events or changes in circumstances indicate that the carrying amount of an intangible asset may not be recoverable. The fair value of its goodwill and intangible assets is not estimated if there is no change in events or circumstances that indicate the carrying amount of an intangible asset may not be recoverable. The purchase price of business acquisitions is primarily allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition dates, with the excess recorded as goodwill. The Company utilizes Level 3 inputs in the determination of the initial fair value using certain assumptions, which are further discussed in Note 2. Acquisition. There were no impairment charges for the years ended December 31, 2018, 2017 and 2016.

Financial Instruments not Measured at Fair Value

The following table presents the carrying amounts and estimated fair values of financial instruments not measured at fair value in the Consolidated Balance Sheets at December 31, 2018 and 2017:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Carrying Amount</td>
<td>Fair Value</td>
</tr>
<tr>
<td>Long-term borrowings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Facility, net of original discount on borrowings and deferred financing costs</td>
<td>$371.2</td>
<td>$371.2</td>
</tr>
<tr>
<td>Other obligations</td>
<td>$15.4</td>
<td>$15.4</td>
</tr>
<tr>
<td></td>
<td>386.7</td>
<td>153.8</td>
</tr>
<tr>
<td>Less: Current portion of obligations under credit facility and other borrowings</td>
<td>$373.5</td>
<td>$133.2</td>
</tr>
</tbody>
</table>

The fair value of the Restated Credit Facility and Other obligations approximates the carrying amount due to variable interest rates and would be classified as a Level 2. See Note 13. Borrowing Arrangements, for further information.

13. Borrowing Arrangements

Long-term borrowings, in order of preference, consisted of the following:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Maturity Date</th>
<th>Amount Outstanding December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Credit facility, net of original discount on borrowings and deferred financing costs</td>
<td>November 30, 2023</td>
<td>$371.2</td>
</tr>
<tr>
<td>Other borrowings</td>
<td>Various</td>
<td>15.5</td>
</tr>
<tr>
<td>Total obligations under credit facility and other borrowings</td>
<td></td>
<td>386.7</td>
</tr>
<tr>
<td>Less: Current portion of obligations under credit facility and other borrowings</td>
<td></td>
<td>13.2</td>
</tr>
<tr>
<td>Total long-term obligations under credit facility and other borrowings</td>
<td></td>
<td>$373.5</td>
</tr>
</tbody>
</table>
Aggregate minimum principal maturities of long-term borrowings for the fiscal years following December 31, 2018, are as follows:

<table>
<thead>
<tr>
<th></th>
<th>(millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>14.1</td>
</tr>
<tr>
<td>2020</td>
<td>13.1</td>
</tr>
<tr>
<td>2021</td>
<td>13.0</td>
</tr>
<tr>
<td>2022</td>
<td>13.0</td>
</tr>
<tr>
<td>2023</td>
<td>331.5</td>
</tr>
<tr>
<td>Thereafter</td>
<td>5.8</td>
</tr>
<tr>
<td>Total debt</td>
<td>390.5</td>
</tr>
<tr>
<td>Less: Current portion, including debt discount</td>
<td>13.2</td>
</tr>
<tr>
<td>Less: Original discount on borrowings</td>
<td>1.6</td>
</tr>
<tr>
<td>Less: Deferred financing costs</td>
<td>2.2</td>
</tr>
<tr>
<td>Total long-term portion, obligations under credit facility and other borrowings</td>
<td>$373.5</td>
</tr>
</tbody>
</table>

**Former Amended and Restated Credit Facility**

On February 20, 2015, the Company amended and restated its credit facility (the "Former Restated Credit Facility") that permitted aggregate borrowings of $400.0 million consisting of (i) a revolving credit facility of up to $200.0 million at any time outstanding, which includes a $100.0 million sublimit for letters of credit and a $20.0 million sublimit for swing-line loans, and (ii) a term loan facility of $200.0 million. The Former Amended and Restated Credit Facility was due to mature on February 20, 2020.

**Senior Credit Facility**

On November 30, 2018 (the "Closing Date"), and in connection with the Acquisition, the Company entered into a credit agreement (the "Credit Agreement") with Bank of America, N.A. ("Bank of America"), as Administrative Agent, swing-line lender and a letter of credit issuer; Wells Fargo Bank, N.A., as syndication agent; BMO Harris Bank N.A., JPMorgan Chase Bank, N.A., KeyBank National Association and U.S. Bank National Association, as co-documentation agents; Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners; and the lenders party thereto (the "Lenders"). Pursuant to the terms, and subject to the conditions, of the Credit Agreement, the Lenders have made available to the Company a new senior secured credit facility (the "Senior Credit Facility") that permits aggregate borrowings of $550 million consisting of (i) a revolving credit facility of up to $325 million at any time outstanding, which includes a letter of credit facility that is limited to $100 million at any time outstanding, and (ii) a term loan facility of $225 million. The Senior Credit Facility matures on November 30, 2023.

The entire amount of the term loan portion of the Senior Credit Facility was drawn by the Company on the Closing Date and is subject to scheduled quarterly amortization of principal in installments equal to 1.25% of the initial aggregate principal amount of such term loan. The Company also borrowed $174.8 million under the revolving credit facility on the Closing Date. The proceeds from these borrowings were used by the Company to pay the purchase price for the Acquisition (See Note 2, "Acquisition"); to pay other costs and expenses related to the acquisition of Bags and the related financing and to repay in full the obligations under the Former Amended Credit Facility. In addition, proceeds from the Senior Credit Facility may be used to finance working capital, capital expenditures and other acquisitions, payments and general corporate purposes.

Borrowings under the Senior Credit Facility bear interest, at the Company’s option, (i) at a rate per annum based on the Company’s consolidated total debt to EBITDA ratio for the 12-month period ending as of the last day of the immediately preceding fiscal quarter, determined in accordance with the applicable pricing levels set forth in the Credit Agreement (the "Applicable Margin") for London Interbank Offered Rate (or a comparable or successor rate approved by Bank of America) ("LIBOR") loans, plus the applicable LIBOR rate or (ii) the Applicable Margin for base rate loans plus the highest of (x) the federal funds rate plus 0.5%, (y) the Bank of America prime rate and (z) a daily rate equal to the applicable LIBOR rate plus 1.0%.

Under the terms of the Credit Agreement, the Company is required to maintain a maximum consolidated total debt to EBITDA ratio of not greater than 4.25:1.0 with certain step-downs described in the Credit Agreement. In addition, the Company is required to maintain a minimum consolidated fixed charge coverage ratio of not less than 3.50:1.0 (with certain step-ups described in the Credit Agreement).

Events of default under the Credit Agreement include failure to pay principal or interest when due, failure to comply with the financial and operational covenants, the occurrence of any cross default event, non-compliance with other loan documents, the occurrence of a change of control event, and bankruptcy and other insolvency events. If an event of default occurs and is continuing, the Administrative Agent can, with the consent of the required Lenders, among others (i) terminate the commitments under the Credit Agreement, (ii) accelerate and require the Company to repay all the outstanding amounts owed under the Credit Agreement, and (iii) require the Company to cash collateralize any outstanding letters of credit.
Each wholly owned domestic subsidiary of the Company (subject to certain exceptions set forth in the Credit Agreement) has guaranteed all existing and future indebtedness and liabilities of the other guarantors and the Company arising under the Credit Agreement. The Company’s obligations under the Credit Agreement and such domestic subsidiaries’ guaranty obligations are secured by substantially all of their respective assets.

The Company is in compliance with debt covenants as of December 31, 2018.

At December 31, 2018, the Company had $51.1 million of letters of credit outstanding under the Senior Credit Facility, borrowings against the Senior Credit Facility aggregated to $386.7 million.

The weighted average interest rate on our Senior Credit Facility and Former Restated Credit Facility was 4.0% and 2.9% for the years ended December 31, 2018 and 2017, respectively. The rate includes all outstanding LIBOR contracts and letters of credit. The weighted average interest rate on outstanding borrowings, not including letters of credit, was 4.3% and 3.3%, respectively, at December 31, 2018 and December 31, 2017.

In connection with and effective upon the execution and delivery of the Credit Agreement on November 30, 2018, the Company recognized losses on extinguishment of debt relating to debt discount and debt issuance costs. These losses were not significant.

Subordinated Convertible Debentures

The Company acquired Subordinated Convertible Debentures (“Convertible Debentures”) as a result of the acquisition of Central. The subordinated debenture holders have the right to redeem the Convertible Debentures for $19.18 per share upon their stated maturity (April 1, 2028) or upon acceleration or earlier repayment of the Convertible Debentures. There were no redemptions of Convertible Debentures during the years ended December 31, 2018 and 2017, respectively. The approximate redemption value of the Convertible Debentures outstanding at December 31, 2018 and December 31, 2017 is $1.1 million and $1.1 million, respectively.

14. Share Repurchase Plan

In May 2016, the Company’s Board of Directors authorized the Company to repurchase, on the open market, shares of its outstanding common stock in an amount not to exceed $30.0 million in aggregate. Purchases of the Company’s common stock may be made in open market transactions effected through a broker-dealer at prevailing market prices, in block trades, or by other means in accordance with Rule 10b-18 and 10b5-1 under the Exchange Act. The share repurchase program does not obligate the Company to repurchase any particular amount of common stock, and has no fixed termination date.

Under this program, the Company repurchased 305,183 shares of common stock through December 31, 2016. No shares were repurchased during the years ended December 31, 2018 and 2017.

The following table summarizes the remaining authorized repurchase amount under the program as at December 31, 2018.

<table>
<thead>
<tr>
<th>(millions)</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total authorized repurchase amount</td>
<td>$ 30.0</td>
</tr>
<tr>
<td>Total value of shares repurchased</td>
<td>7.5</td>
</tr>
<tr>
<td>Total remaining authorized repurchase amount</td>
<td>$ 22.5</td>
</tr>
</tbody>
</table>


15. Leases and Contingencies

The Company operates parking facilities under operating leases expiring on various dates. Certain of the leases contain options to renew at the Company's discretion. Total future annual rent expense is not determinable as a portion of such future rent is contingent based on revenues of the parking facilities.

At December 31, 2018, the Company's minimum rental commitments (which includes parking facility, equipment and vehicle and office operating leases), excluding contingent rent provisions and sublease income under all non-cancellable operating leases, are as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024 and thereafter</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$170.6</td>
<td>$122.5</td>
<td>$94.5</td>
<td>$74.0</td>
<td>$48.4</td>
<td>$117.0</td>
<td>$627.0</td>
</tr>
</tbody>
</table>

(1) $42.0 is included in 2019 minimum commitments for leases that expire in less than one year.

Rent expense, including contingent rents, was $254.7 million, $394.6 million and $384.0 million in 2018, 2017 and 2016, respectively. Contingent rent expense was $47.4 million, $161.5 million and $140.0 million in 2018, 2017 and 2016, respectively. Contingent rent expense consists primarily of percentage rent payments, which will cease at various times as certain leases expire. Future sublease income under all non-cancellable operating leases was $8.4 million as of December 31, 2018.

The Company adopted the provisions of Topic 853 on January 1, 2018, as a result, service concession arrangements within the scope of Topic 853 are not deemed to be lease arrangements within the scope of Topic 840. For the year ended December 31, 2018, rent expense amounting to $133.6 million for contractual arrangements that meet the definition of service concession arrangements was recorded as reduction of revenue and is excluded from the above disclosures. Prior periods have not been recasted. See Note 1. Significant Accounting Policies and Practices and Note 4. Revenue for further discussion on impacts of adopting Topic 853.

The Company accrued no contingent payment obligations outstanding under the previous business combination accounting pronouncement for the year ended December 31, 2018.

The Company has contractual provisions under certain lease type contracts to complete structural or other improvements to leased properties and incurs repair costs, including improvements and repairs arising as a result of ordinary wear and tear. The Company evaluates the nature of those costs when incurred and either capitalizes the costs as leasehold improvements, as applicable, or recognizes the costs as repair expenses within Cost of services - lease type contracts within the Consolidated Statements of Income.

16. Income Taxes

For financial reporting purposes, earnings before income taxes includes the following components:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>United States</td>
<td>$74.9</td>
</tr>
<tr>
<td>Foreign</td>
<td>1.1</td>
</tr>
<tr>
<td>Total</td>
<td>$76.0</td>
</tr>
</tbody>
</table>

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The components of income tax expense are as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current provision</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U.S. federal</td>
<td>$9.9</td>
<td>$21.5</td>
<td>$13.9</td>
</tr>
<tr>
<td>Foreign</td>
<td>1.0</td>
<td>1.0</td>
<td>1.4</td>
</tr>
<tr>
<td>State</td>
<td>7.4</td>
<td>3.3</td>
<td>2.6</td>
</tr>
<tr>
<td><strong>Total current</strong></td>
<td>18.3</td>
<td>25.8</td>
<td>17.9</td>
</tr>
<tr>
<td><strong>Deferred provision</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U.S. federal</td>
<td>1.3</td>
<td>2.6</td>
<td>(2.5)</td>
</tr>
<tr>
<td>Foreign</td>
<td>(0.3)</td>
<td>0.6</td>
<td>(0.4)</td>
</tr>
<tr>
<td>State</td>
<td>0.3</td>
<td>(1.3)</td>
<td>0.8</td>
</tr>
<tr>
<td><strong>Total deferred</strong></td>
<td>1.3</td>
<td>1.9</td>
<td>(2.1)</td>
</tr>
<tr>
<td><strong>Income tax expense</strong></td>
<td>$19.6</td>
<td>$27.7</td>
<td>$15.8</td>
</tr>
</tbody>
</table>

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amount used for income tax purposes.

Components of the Company's deferred tax assets and liabilities are as follows:

<table>
<thead>
<tr>
<th></th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td><strong>Deferred tax assets</strong></td>
<td></td>
</tr>
<tr>
<td>Net operating loss carry forwards</td>
<td>$21.6</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>17.4</td>
</tr>
<tr>
<td>Accrued compensation</td>
<td>7.1</td>
</tr>
<tr>
<td>Book over tax cost unfavorable acquired lease contracts</td>
<td>6.4</td>
</tr>
<tr>
<td>Other</td>
<td>0.9</td>
</tr>
<tr>
<td><strong>Total gross deferred tax assets</strong></td>
<td>53.4</td>
</tr>
<tr>
<td>Less: valuation allowance</td>
<td>(8.1)</td>
</tr>
<tr>
<td><strong>Total deferred tax assets</strong></td>
<td>45.3</td>
</tr>
<tr>
<td><strong>Deferred tax liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>(0.1)</td>
</tr>
<tr>
<td>Undistributed foreign earnings</td>
<td>(0.1)</td>
</tr>
<tr>
<td>Tax over book depreciation and amortization</td>
<td>1.3</td>
</tr>
<tr>
<td>Tax over book goodwill amortization</td>
<td>(22.3)</td>
</tr>
<tr>
<td>Tax over book cost favorable acquired lease contracts</td>
<td>(4.6)</td>
</tr>
<tr>
<td>Equity investments in unconsolidated entities</td>
<td>(4.9)</td>
</tr>
<tr>
<td><strong>Total deferred tax liabilities</strong></td>
<td>(30.7)</td>
</tr>
<tr>
<td><strong>Net deferred tax asset</strong></td>
<td>$14.6</td>
</tr>
</tbody>
</table>
On December 22, 2017, the U.S. Tax Cuts and Jobs Act of 2017 (the "2017 Tax Act") was signed into law. The 2017 Tax Act significantly revised the U.S. corporate income tax regime by, among other things, lowering the U.S. corporate tax rate from 35% to 21% effective January 1, 2018, while also implementing a territorial tax system and imposing a repatriation tax on deemed repatriated earnings of foreign subsidiaries. U.S. GAAP requires that the impact of tax legislation be recognized in the period in which the law was enacted. As a result of the 2017 Tax Act, the Company recorded $0.2 million of income tax expense in the fourth quarter of 2017. The provisional amount related to the remeasurement of certain deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future was $1.6 million income tax benefit, which includes a $1.2 million income tax expense related to an increase in the valuation allowance. The provisional amount related to the one-time transition tax on the mandatory deemed repatriation of foreign earnings was $1.8 million income tax expense based on the cumulative foreign earnings of $14.1 million and the Company's current best estimate. Additionally, the Company recorded a tax charge of $0.6 million as an additional provision for withholding taxes on undistributed earnings not considered to be permanently reinvested.

For the year ended December 31, 2018, the Company finalized its accounting for the income tax effects of the 2017 Tax Act. The Company recorded a current tax benefit of $1.5 million for the finalization of its accounting for the transition tax on the mandatory deemed repatriation of foreign earnings. The current year tax benefit is the result of the Company finalizing its analysis of foreign earnings and profits and eligible foreign tax credits to be claimed to offset the tax liability.

The 2017 Tax Act also included a provision designed to tax Global Intangible Low Taxed Income ("GILTI"). The Company has elected the period cost method to account for any tax liability subject to the GILTI regime. For the current year the Company did not record any tax liability attributable to GILTI.

The accounting guidance for accounting for income taxes requires that the Company assess the realizability of deferred tax assets at each reporting period. These assessments generally consider several factors including the reversal of existing temporary differences, projected future taxable income, and potential tax planning strategies. The Company has valuation allowances totaling $8.1 million and $7.1 million at December 31, 2018 and 2017, respectively, primarily related to our state Net Operating Loss carryforwards ("NOLs"), foreign tax credits and state tax credits that the Company believes are not likely to be realized based on its estimates of future state taxable income, limitations on the uses of its state NOLs, and the carryforward life over which the state tax benefit is realized. The Company recognized a $0.3 million net benefit for the reversal of a valuation allowance for deferred tax assets established for the historical net operating losses.

As of December 31, 2018, the Company recognized approximately $3.9 million of Canadian foreign and $7.2 million of Puerto Rico foreign earnings as permanently reinvested to meet working capital requirements in each jurisdiction. The amount of tax that may be payable on the future distribution of such earnings is approximately $0.2 million and $0.7 million of Canadian and Puerto Rico withholding taxes. No U.S. taxes will be incurred on future distributions of foreign earnings due to the participation exemption under the 2017 Tax Act.

Due to the adoption of ASU 2016-09 in 2017, the Company recognized excess tax benefits of $1.0 million and $0.9 million as income tax benefit for the year ended December 31, 2018 and 2017, respectively, and as a result of the required adoption of ASU 2016-09, the Company's effective tax rate may have increased volatility.

The Company has $19.5 million of tax effected state net operating loss carryforwards as of December 31, 2018, which will expire in the years 2019 through 2038. As noted above, the utilization of net operating loss carryforwards of the Company are limited due to the ownership change in June 2004 and are also limited due to the Central Merger.
A reconciliation of the Company's reported income tax provision to the amount computed by multiplying earnings before income taxes by statutory United States federal income tax rate is as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax at statutory rate</td>
<td>$16.0</td>
<td>$25.3</td>
<td>$14.6</td>
</tr>
<tr>
<td>Permanent differences</td>
<td>0.2</td>
<td>0.3</td>
<td>0.8</td>
</tr>
<tr>
<td>State taxes, net of federal benefit</td>
<td>6.3</td>
<td>2.5</td>
<td>1.3</td>
</tr>
<tr>
<td>Effect of foreign tax rates</td>
<td>0.6</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Effect of 2017 Tax Act</td>
<td>(1.5)</td>
<td>(1.0)</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Minority interest</td>
<td>(0.7)</td>
<td>(1.1)</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Current year adjustment to deferred taxes</td>
<td>0.4</td>
<td>1.6</td>
<td>1.3</td>
</tr>
<tr>
<td>Recognition of tax credits</td>
<td>(2.7)</td>
<td>(1.5)</td>
<td>(1.4)</td>
</tr>
<tr>
<td>Other</td>
<td>—</td>
<td>1.1</td>
<td>0.4</td>
</tr>
<tr>
<td><strong>Change in valuation allowance (1)</strong></td>
<td>18.6</td>
<td>27.2</td>
<td>16.0</td>
</tr>
<tr>
<td><strong>Income tax expense</strong></td>
<td>$19.6</td>
<td>$27.7</td>
<td>$15.8</td>
</tr>
<tr>
<td><strong>Effective tax rate</strong></td>
<td>25.8%</td>
<td>38.4%</td>
<td>37.8%</td>
</tr>
</tbody>
</table>

(1) The year ended December 31, 2017 includes $1.2 million of additional income tax expense related to an increase in the valuation allowance as a result of the 2017 Tax Act.

Taxes paid, which are for United States Federal income tax, certain state income taxes, and foreign income taxes were $15.3 million, $26.5 million, and $17.6 million in the twelve months ended December 31, 2018, 2017, and 2016, respectively.

As of December 31, 2018 the Company had not identified any uncertain tax positions that would have a material impact on the Company’s financial position.

The Company recognizes potential interest and penalties related to uncertain tax positions, if any, in income tax expense. The tax years that remain subject to examination for the Company’s major tax jurisdictions as of December 31, 2018 are shown below:

<table>
<thead>
<tr>
<th>2014 - 2018</th>
<th>United States - federal income tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 - 2018</td>
<td>United States - state and local income tax</td>
</tr>
<tr>
<td>2014 - 2018</td>
<td>Foreign - Canada and Puerto Rico</td>
</tr>
</tbody>
</table>

17. Benefit Plans

Deferred Compensation Arrangements

The Company offers deferred compensation arrangements for certain key executives. Subject to their continued employment by the Company, certain employees are offered supplemental pension arrangements in which the employees will receive a defined monthly benefit upon attaining age 65. At December 31, 2018 and 2017, the Company has accrued $3.7 million and $3.6 million, respectively, representing the present value of the future benefit payments. Expenses related to these plans amounted to $0.4 million, $nil and $0.2 million in 2018, 2017 and 2016, respectively.

The Company also has agreements with certain former key executives that provide for aggregate annual payments for periods ranging from 10 years to life, beginning when the executive retires or upon death or disability. Under certain conditions, the amount of deferred benefits can be reduced. Compensation cost for the year ended December 31, 2018 was $0.2 million, $0.2 million and $0.6 million for the years ended December 31, 2018, 2017 and 2016, respectively. The Company has recorded a liability of $2.4 million and $2.6 million associated with these agreements as of December 31, 2018 and 2017, respectively.

Life insurance contracts with a face value of approximately $6.2 million and $6.7 million as of December 31, 2018 and 2017 have been purchased to fund, as necessary, the benefits under the Company’s deferred compensation agreements. The cash surrender value of the life insurance contracts is approximately $3.6 million and $4.0 million as of December 31, 2018 and 2017, respectively, and classified as non-current assets and included in Other assets, net within the Consolidated Balance Sheets. The plan is a non-qualified plan and is not subject to ERISA funding requirements.

Defined Contribution Plans

The Company sponsors savings and retirement plans whereby the participants may elect to contribute a portion of their compensation to the plans. The plan is a qualified defined contribution plan 401(k). The Company contributes an amount in cash or other property as a Company match equal to 50% of the first 6% of contributions as they occur. Expenses related to the Company’s 401(k) match amounted to $2.1 million, $2.1 million, and $1.9 million in 2018, 2017 and 2016, respectively.
The Company also offers a non-qualified deferred compensation plan to those employees whose participation in its 401(k) plan is limited by statute or regulation. This plan allows certain employees to defer a portion of their compensation, limited to a maximum of $0.1 million per year, to be paid to the participants upon separation of employment or distribution date selected by employee. To support the non-qualified deferred compensation plan, the Company has elected to purchase Company Owned Life Insurance ("COLI") policies on certain plan participants. The cash surrender value of the COLI policies is designed to provide a source for funding the non-qualified deferred compensation liability. As of December 31, 2016 and 2017, the cash surrender value of the COLI policies is $13.0 million and $14.1 million, respectively, and classified as non-current assets in Other Assets, net within the Consolidated Balance Sheets. The liability for the non-qualified deferred compensation plan is included in Other long-term liabilities on the Consolidated Balance Sheets and was $15.0 million and $16.3 million as of December 31, 2018 and 2017, respectively.

Multi-Employer Defined Benefit and Contribution Plans

The Company contributes to a number of multiemployer defined benefit plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Company chooses to stop participating in one of its multiemployer plans, it may be required to pay the plan an amount based on the underfunded status of the plan, referred to as withdrawal liability.

The Company's contributions represented more than 5% of total contributions to the Teamsters Local Union No. 727 and Local 272 Labor Management Benefit Funds for the plan year ending February 28, 2018 and November 30, 2018, respectively. The Company does not represent more than five percent to any other fund. The Company's participation in this plan for the annual periods ended December 31, 2018, 2017 and 2016, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number ("EIN") and the three-digit plan number, if applicable. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a Financial Improvement Plan ("FIP") or a Rehabilitation Plan ("RP") is either pending or has been implemented. The "Expiration Date of Collective Bargaining Agreement" column lists the expiration dates of the agreements to which the plans are subject.

<table>
<thead>
<tr>
<th>Pension</th>
<th>EIN/ Pension Plan Number</th>
<th>Contributions (millions)</th>
<th>Surcharge Imposed</th>
<th>Zone Status as of Most Recent Annual Report</th>
<th>Expiration Date of Collective Bargaining Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teamsters Local Union 727</td>
<td>36-61023973</td>
<td>Green</td>
<td>Green</td>
<td>Green</td>
<td>N/A</td>
</tr>
<tr>
<td>Local 272 Labor Management</td>
<td>13-5673836</td>
<td>Green</td>
<td>Green</td>
<td>Green</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Net expenses for contributions not reimbursed by clients and related to multiemployer defined benefit and defined contribution benefit plans were $2.1 million, $2.0 million and $3.3 million for the years ended December 31, 2018, 2017 and 2016, respectively.

In the event that the Company decides to cease participating in these plans, the Company could be assessed a withdrawal liability. The Company currently does not have any intentions to cease participating in these multiemployer pension plans and therefore would not trigger the withdrawal liability.
18. Bradley Agreement

The Company entered into a 25-year agreement with the State of Connecticut ("State") that expires on April 6, 2025, under which it operates the surface parking and 3,500 garage parking spaces at Bradley International Airport ("Bradley") located in the Hartford, Connecticut metropolitan area.

The parking garage was financed through the issuance of State special facility revenue bonds and provides that the Company deposits, with the trustee for the bondholders, all gross revenues collected from operations of the surface and garage parking. From these gross revenues, the trustee pays debt service on the special facility revenue bonds outstanding, operating and capital maintenance expense of the surface and garage parking facilities, and specific annual guaranteed minimum payments to the state. Principal and interest on the Bradley special facility revenue bonds increase from approximately $3.6 million in contract year 2002 to approximately $4.5 million in contract year 2025. Annual guaranteed minimum payments to the State increase from approximately $8.3 million contract year 2002 to approximately $13.2 million in contract year 2024. The annual minimum guaranteed payment to the State by the trustee for the twelve months ended December 31, 2018 and 2017 was $11.8 million and $11.5 million, respectively. All of the cash flow from the parking facilities are pledged to the security of the special facility revenue bonds and are collected and deposited with the bond trustee. Each month the bond trustee makes certain required monthly distributions, which are characterized as "Guaranteed Payments." To the extent the monthly gross receipts generated by the parking facilities are not sufficient for the trustee to make the required Guaranteed Payments, the Company is obligated to deliver the deficiency amount to the trustee, with such deficiency payments representing interest bearing advances to the trustee. The Company does not directly guarantee the payment of any principal or interest on any debt obligations of the State of Connecticut or the trustee.

The following is the list of Guaranteed Payments:

- Garage and surface operating expenses,
- Principal and interest on the special facility revenue bonds,
- Trustee expenses,
- Major maintenance and capital improvement deposits, and
- State minimum guarantee.

To the extent sufficient funds exist, the trustee is then directed to reimburse the Company for deficiency payments up to the amount of the calculated surplus, with the Company having the right to be repaid the principal amount of any and all deficiency payments, together with actual interest and premium, to not exceed 10% of the initial deficiency payment. The Company calculates and records interest and premium income along with deficiency principal repayments as a reduction of cost of services in the period the associated deficiency repayment is received from the trustee. The Company believes these advances to be fully recoverable as the Bradley Agreement places no time restriction on the Company's right to reimbursement.

The total deficiency repayments, net of payments made, as of December 31, 2018, 2017 and 2016 are as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>December 31,</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Balance at beginning of year</td>
<td>$ 7.8 $ 9.9 $ 11.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deficiency payments made</td>
<td>0.1</td>
<td>0.3</td>
<td>0.2</td>
<td></td>
</tr>
<tr>
<td>Deficiency repayment received</td>
<td>(4.0)</td>
<td>(2.3)</td>
<td>(1.9)</td>
<td></td>
</tr>
<tr>
<td>Balance at end of year</td>
<td>$ 3.9</td>
<td>$ 7.8</td>
<td>$ 9.9</td>
<td></td>
</tr>
</tbody>
</table>

The total deficiency repayments (net of payments made), interest and premium received and recorded for the years ended December 31, 2018, 2017 and 2016 are as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Year Ended December 31</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Deficiency repayments</td>
<td>$ 3.9</td>
<td>$ 2.0</td>
<td>$ 1.7</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>0.9</td>
<td>0.6</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>Premium</td>
<td>$ 0.3</td>
<td>$ 0.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Deficiency payments made are recorded as an increase in Cost of services-management type contracts and deficiency repayments, interest and premium received are recorded as reductions to cost of services. The reimbursement of principal, interest and premium are recognized when received.

There were no amounts of estimated deficiency payments accrued as of December 31, 2018 and 2017, as the Company concluded that the potential for future deficiency payments did not meet the criteria of both probable and estimable.
In addition to the recovery of certain general and administrative expenses incurred, the Bradley Agreement provides for an annual management fee payment, which is based on operating profit tiers. The annual management fee is further apportioned 60% to the Company and 40% to an un-affiliated entity and the annual management fee will be paid to the extent funds are available for the trustee to make distribution, and are paid after Guaranteed Payments (as defined in the Bradley Agreement) repayment of all deficiency payments, including interest and premium. Cumulative management fees of approximately $18.7 million and $17.7 million have not been recognized as of December 31, 2018 and 2017, respectively, and no management fees were recognized as revenue during 2018, 2017 or 2016.

19. Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss) is comprised of unrealized gains (losses) on cash flow hedges and foreign currency translation adjustments. The components of changes in accumulated comprehensive income (loss), net of tax, were as follows:

<table>
<thead>
<tr>
<th>(millions)</th>
<th>Foreign Currency Translation Adjustments</th>
<th>Effective Portion of Unrealized Gain (Loss) on Derivative</th>
<th>Total Accumulated Other Comprehensive Income (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of December 31, 2015</td>
<td>$</td>
<td>(1.2) $</td>
<td>0.1 $</td>
</tr>
<tr>
<td>Change in other comprehensive income (loss)</td>
<td>(0.2)</td>
<td>(0.1)</td>
<td></td>
</tr>
<tr>
<td>Balance as of December 31, 2016</td>
<td>(1.4)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Change in other comprehensive income (loss)</td>
<td>0.2</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Balance as of December 31, 2017</td>
<td>(1.2)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Change in other comprehensive income (loss)</td>
<td>(0.6)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Cumulative effect of change in accounting principle (1)</td>
<td>(0.6)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Balance as of December 31, 2018</td>
<td>$</td>
<td>(2.4) $</td>
<td>— $</td>
</tr>
</tbody>
</table>

(1) Refer to Note 1, Significant Accounting Policies and Practices for additional information on the Company’s adoption of ASU 2018-02.

Note: Amounts may not foot due to rounding.

20. Legal Proceedings

The Company is subject to litigation in the normal course of its business. The outcomes of legal proceedings and claims brought against it and other loss contingencies are subject to significant uncertainty. The Company accrues a charge against income when its management determines that it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. In addition, the Company accrues for the authoritative judgments or assertions made against it by government agencies at the time of their rendering regardless of its intent to appeal. In addition, the Company is from time-to-time party to litigation, administrative proceedings and union grievances that arise in the normal course of business, and occasionally pays non-material amounts to resolve claims or alleged violations of regulatory requirements. There are no "normal course" matters that separately or in the aggregate, would, in the opinion of management, have a material adverse effect on its operation, financial condition or cash flow.

In determining the appropriate accounting for loss contingencies, the Company considers the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as its ability to reasonably estimate the amount of potential loss. The Company regularly evaluates current information available to determine whether an accrual should be established or adjusted. Estimating the probability that a loss will occur and estimating the amount of a potential loss or a range of potential loss involves significant estimation and judgment.

Holten Settlement

In March 2010, John V. Holten, a former indirect controlling shareholder of the Company, filed a lawsuit against the Company in the United States District Court, District of Connecticut. Mr. Holten was terminated as the Company's chairman in October 2009. The lawsuit alleged breach of his employment agreement and claimed that the agreement entitled Mr. Holten to payments worth more than $3.8 million. The Company filed an answer and counterclaim to Mr. Holten's lawsuit in 2010.

In March 2016, the Company and Mr. Holten settled all claims in connection with the original lawsuits ("Holten Settlement"). Per the settlement, the Company paid Mr. Holten $3.4 million of which $1.9 million was recovered by the Company through the Company's directors and officers liability insurance policies. The Company recognized an expense, net of insurance recoveries, related to the Holten Settlement of $1.5 million for the year ended December 31, 2016.
Settlement with Former Central Stockholders

In September 2016, the Company and the former stockholders of KCPC Holdings, Inc., which was the ultimate parent of Central Parking Corporation (collectively, “Central”) agreed upon non-binding terms to settle all outstanding matters between the parties relating to the Central Merger (“Settlement Terms”) and on December 15, 2016 the Company and Central's former stockholders executed a settlement agreement (“Settlement Agreement”) to settle all outstanding matters between the parties relating to the Central Merger (including the Company’s claims as described above). Pursuant to the Settlement Agreement, the Company paid Central’s former stockholders $2.5 million in aggregate. As a result of the Settlement Terms, the Company recorded $0.8 million ($0.5 million, net of tax) in General and administrative expenses within the Consolidated Statements of Income in 2016. Additionally and pursuant to the Settlement Agreement, the parties fully released one another for any future claims.

21. Domestic and Foreign Operations

Business Unit Segment Information

Segment information is presented in accordance with a “management approach,” which designates the internal reporting used by the chief operating decision maker for making decisions and assessing performance as the source of the Company's reportable segments. The Company's segments are organized in a manner consistent with which separate financial information is available and evaluated regularly by the chief operating decision-maker (“CODM”) in deciding how to allocate resources and in assessing the Company's overall performance.

An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenue and incur expenses, and about which separate financial information is regularly evaluated by the CODM. The CODM is the Company's president and chief executive officer. The business is managed based on segments administered by executive vice presidents. Each of the operating segments is directly responsible for revenue and expenses related to their operations including direct segment administrative costs. Finance, information technology, human resources, and legal are shared functions that are not allocated back to the two operating segments. The CODM assesses the performance of each operating segment using information about its revenue and operating income (loss) before interest, taxes, and depreciation and amortization, but does not evaluate operating segments using discrete asset information. There are no inter-segment transactions and the Company does not allocate interest and other income, interest expense, depreciation and amortization or taxes to operating segments. The accounting policies for segment reporting are the same as for the Company as a whole.

In the fourth quarter of 2018, the Company changed its internal reporting segment information reported to the CODM as a result of the Bags acquisition (see Note 2. Acquisition). The operating segments are internally reported as Segment One (Commercial and Institutional) and Segment Two (Aviation). All prior periods presented have been restated to reflect the new internal reporting to the CODM.

- Segment One (Commercial and Institutional) encompasses our services in healthcare facilities, municipalities, including meter revenue collection and enforcement services, government facilities, hotels, commercial real estate, residential communities, retail, colleges and universities, as well as ancillary services such as shuttle and ground transportation services, valet services, taxi and livery dispatch services and event planning, including shuttle and transportation services.
- Segment Two (Aviation) encompasses our services in aviation (i.e., airports, airline and certain hospitality clients with baggage and parking services) as well as ancillary services, which includes shuttle and ground transportation services, valet services, baggage handling, baggage repair and replacement, remote air check-in services, wheelchair assist services and other services.
- "Other" consists of ancillary revenue that is not specifically identifiable to Segments One or Two and certain unallocated items, such as and including prior year insurance reserve adjustments and other corporate items.
The following is a summary of revenues and gross profit by operating segment for the years ended December 31, 2018, 2017 and 2016:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Segment One</td>
<td>Lease type contracts</td>
<td>$ 386.2</td>
<td>$ 433.8</td>
<td>$ 420.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>250.8</td>
<td>250.0</td>
<td>248.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Segment One</td>
<td>637.0</td>
<td>683.8</td>
<td>668.6</td>
<td></td>
</tr>
<tr>
<td>Segment Two</td>
<td>Lease type contracts</td>
<td>27.0</td>
<td>129.3</td>
<td>124.7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>101.2</td>
<td>89.1</td>
<td>88.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Segment Two</td>
<td>128.2</td>
<td>218.4</td>
<td>212.7</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Lease type contracts</td>
<td>0.7</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>9.5</td>
<td>9.1</td>
<td>10.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Other</td>
<td>10.2</td>
<td>9.1</td>
<td>10.5</td>
<td></td>
</tr>
<tr>
<td>Reimbursed management type contract revenue</td>
<td>693.0</td>
<td>679.2</td>
<td>676.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total services revenue</td>
<td>$ 1,468.4</td>
<td>$ 1,590.5</td>
<td>$ 1,568.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Profit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Segment One</td>
<td>Lease type contracts</td>
<td>25.3</td>
<td>6.6%</td>
<td>35.8</td>
<td>8.3%</td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>94.9</td>
<td>37.8%</td>
<td>96.9</td>
<td>38.8%</td>
</tr>
<tr>
<td></td>
<td>Total Segment One</td>
<td>120.2</td>
<td>132.7</td>
<td>128.3</td>
<td></td>
</tr>
<tr>
<td>Segment Two</td>
<td>Lease type contracts</td>
<td>7.1</td>
<td>26.3%</td>
<td>6.7</td>
<td>5.2%</td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>31.9</td>
<td>31.5%</td>
<td>26.2</td>
<td>29.2%</td>
</tr>
<tr>
<td></td>
<td>Total Segment Two</td>
<td>39.0</td>
<td>32.9</td>
<td>30.3</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Lease type contracts</td>
<td>3.8</td>
<td>542.9%</td>
<td>2.2</td>
<td>—%</td>
</tr>
<tr>
<td></td>
<td>Management type contracts</td>
<td>21.0</td>
<td>221.1%</td>
<td>17.5</td>
<td>192.3%</td>
</tr>
<tr>
<td></td>
<td>Total Other</td>
<td>24.8</td>
<td>19.7</td>
<td>17.8</td>
<td></td>
</tr>
<tr>
<td>Total gross profit</td>
<td>184.0</td>
<td>185.3</td>
<td>176.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>91.0</td>
<td>82.9</td>
<td>90.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administrative expense percentage of gross profit</td>
<td>49.5%</td>
<td>44.7%</td>
<td>51.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>17.9</td>
<td>21.0</td>
<td>33.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income</td>
<td>75.1</td>
<td>81.4</td>
<td>52.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other expenses (income):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>9.6</td>
<td>9.2</td>
<td>10.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest income</td>
<td>(0.4)</td>
<td>(0.6)</td>
<td>(0.5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gain on sale of a business</td>
<td>—</td>
<td>(0.1)</td>
<td>—</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in (earnings) losses from investment in unconsolidated entity</td>
<td>(10.1)</td>
<td>0.7</td>
<td>0.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total other expenses (income)</td>
<td>(0.9)</td>
<td>9.2</td>
<td>10.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnings before income taxes</td>
<td>76.0</td>
<td>72.2</td>
<td>41.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income tax expense</td>
<td>18.6</td>
<td>27.7</td>
<td>15.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income</td>
<td>56.4</td>
<td>44.5</td>
<td>26.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less: Net income attributable to noncontrolling interest</td>
<td>3.2</td>
<td>3.3</td>
<td>2.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income attributable to SP Plus Corporation</td>
<td>$ 53.2</td>
<td>$ 41.2</td>
<td>$ 23.1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) On November 30, 2018, we completed our acquisition of Bags. Our consolidated operations for the year ended December 31, 2018 includes Bags operating results for the period of November 30, 2018 through December 31, 2018. Our consolidated results for the years ended December 31, 2017 and 2016 do not include the operating results of Bags. See Note 2. Acquisition for additional information.
22. Unaudited Quarterly Results

The following table sets forth the Company's unaudited quarterly consolidated statement of income data for the years ended December 31, 2018 and December 31, 2017. The unaudited quarterly information has been prepared on the same basis as the annual financial information and, in management's opinion, includes all adjustments (consisting only of normal recurring adjustments) necessary to present fairly the information for the quarters presented. Historically, the Company's operating results have varied from quarter to quarter and are expected to continue to fluctuate in the future. These fluctuations have been due to a number of factors, including: general economic conditions in its markets; acquisitions; additions of contracts; expiration and termination of contracts; conversion of lease type contracts to management type contracts; conversion of management type contracts to lease type contracts and changes in terms of contracts that are retained and timing of general and administrative expenditures.

The operating results for any historical quarter are not necessarily indicative of results for any future period.

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### Table of Contents

<table>
<thead>
<tr>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>(millions, except for share and per share data)</td>
<td>(Unaudited)</td>
</tr>
<tr>
<td>First Quarter</td>
<td>Second Quarter</td>
</tr>
<tr>
<td>First Quarter</td>
<td>Second Quarter</td>
</tr>
</tbody>
</table>

#### Services revenue
- **Lease type contracts (1) (2)**
  - 2018: $99.5 million
  - 2017: $103.7 million
- **Management type contracts**
  - 2018: $94.4 million
  - 2017: $87.7 million
- **Reimbursed management type contract revenue**
  - 2018: $172.9 million
  - 2017: $167.1 million

**Total revenue**
- 2018: $368.8 million
- 2017: $362.2 million

#### Cost of services
- **Lease type contracts**
  - 2018: $94.6 million
  - 2017: $94.2 million
- **Management type contracts**
  - 2018: $59.9 million
  - 2017: $49.5 million
- **Reimbursed management type contract expense**
  - 2018: $172.9 million
  - 2017: $167.1 million

**Total cost of services**
- 2018: $327.4 million
- 2017: $311.1 million

#### Gross profit
- **Lease type contracts (1)**
  - 2018: $4.9 million
  - 2017: $12.9 million
- **Management type contracts**
  - 2018: $34.5 million
  - 2017: $38.2 million

**Total gross profit**
- 2018: $39.4 million
- 2017: $51.1 million

#### Operating income
- 2018: $13.1 million
- 2017: $24.3 million

#### Other expense (income)
- **Interest expense**
  - 2018: $2.1 million
  - 2017: $2.2 million
- **Interest income**
  - 2018: $(0.1) million
  - 2017: $(0.1) million
- **Gain on sale of a business**
  - 2018: $— million
  - 2017: $— million
- **Equity in (income) losses from investment in unconsolidated entity**
  - 2018: $(10.1) million
  - 2017: $— million

**Total other expenses (income)**
- 2018: $(8.1) million
- 2017: $2.1 million

**Earnings before income taxes**
- 2018: $21.2 million
- 2017: $22.2 million

**Income tax expense**
- 2018: $5.3 million
- 2017: $6.0 million

**Net income**
- 2018: $15.9 million
- 2017: $16.2 million

**Less: Net Income attributable to noncontrolling interest**
- 2018: $0.6 million
- 2017: $0.9 million

**Net income attributable to SP Plus Corporation**
- 2018: $15.3 million
- 2017: $15.3 million

#### Common stock data
- **Net income per common share**
  - Basic: $0.69
  - Diluted: $0.68

**Weighted average shares outstanding**
- Basic: 22,308,694
- Diluted: 22,557,326

---

(1) Services revenue - lease type contracts and Gross profit - lease type contracts in the second quarter of 2017 includes earnings of $8.5 million for our proportionate share of the net gain of an equity method investee’s sale of assets.

(2) Includes reduction of Services revenue - lease type contracts due to the adoption of Topic 853, which requires rental expense for the periods after January 1, 2018 be presented as a reduction of Services revenue - lease type contracts for that business (and corresponding contracts) that meet the criteria and definition of a service concession arrangement. Refer to Note 4. Revenue, for further discussion regarding the adoption of Topic 853.

(3) The Company began including Bags operations within its consolidated operating results on November 30, 2018. See also Note 2. Acquisition for additional information.

(4) Basic and diluted net income per share are computed independently for each of the quarters presented. As a result, the sum of quarterly basic and diluted net income per share information may not equal annual basic and diluted net income per share.
Table of Contents

Item 16. Form 10-K Summary

None.
SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SP PLUS CORPORATION

By: ________________________________

/s/ VANCE C. JOHNSTON

Vance C. Johnston
Executive Vice President,
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Date: February 27, 2019

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/s/ G MARC BAUMANN</td>
<td>Director, President and Chief Executive Officer (Principal Executive Officer)</td>
<td>February 27, 2019</td>
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<tr>
<td>G Marc Baumann</td>
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<tr>
<td>/s/ KAREN M. GARRISON</td>
<td>Director and Non-Executive Chairman</td>
<td>February 27, 2019</td>
</tr>
<tr>
<td>Karen M. Garrison</td>
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<tr>
<td>/s/ ALICE M. PETERSON</td>
<td>Director</td>
<td>February 27, 2019</td>
</tr>
<tr>
<td>Alice M. Peterson</td>
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<tr>
<td>/s/ GREGORY A. REID</td>
<td>Director</td>
<td>February 27, 2019</td>
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<tr>
<td>Gregory A. Reid</td>
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<tr>
<td>/s/ WYMAN T. ROBERTS</td>
<td>Director</td>
<td>February 27, 2019</td>
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<tr>
<td>Wyman T. Roberts</td>
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<tr>
<td>/s/ DOUGLAS R. WAGGONER</td>
<td>Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)</td>
<td>February 27, 2019</td>
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<tr>
<td>Douglas R. Waggoner</td>
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<tr>
<td>/s/ VANCE C. JOHNSTON</td>
<td>Senior Vice President, Corporate Controller and Assistant Treasurer (Principal Accounting Officer and Duly Authorized Officer)</td>
<td>February 27, 2019</td>
</tr>
<tr>
<td>Vance C. Johnston</td>
<td></td>
<td></td>
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<tr>
<td>/s/ KRISTOPHER H. ROY</td>
<td></td>
<td></td>
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<tr>
<td>Kristopher H. Roy</td>
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</tbody>
</table>

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EXHIBIT B
Additional Information Sheet
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: The Management and Operation of Three Self-Park Facilities
Proposal Number #: RFP # 19-56
Company Name: SP Plus Corporation
Contact Name: Robert Alva, Vice President
Address: 200 E. Randolph St., Suite 5475
City, State, Zip: Chicago, IL 60601
Telephone/FAX: #(312) 274-2055 / (312) 640-6164
E-mail: ralva@spplus.com

Comments: Per the instructions found in Section 11.0 General Terms and Conditions
E. Addenda (page 16 of the RFP), SP+ acknowledges that it has received the following addenda by the City of Evanston for RFP Number: 19-56.
Addendum No. 1 - issued on 10/16/19
EXHIBIT C
Conflict of Interest Form
Exhibit C

CONFLICT OF INTEREST FORM

SP Plus Corporation, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

*SP Plus Corporation is a public company so we cannot make a certification on behalf of our owners.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Robert Alva, Vice President

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)

(Name of Partner if the Bidder/Proposer is a Partnership)

(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 22 day of October, 2019

OFFICIAL SEAL
MELODY A. ECKERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/22/22

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.
EXHIBIT D
Acknowledgment of Understanding
Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS 8/33E-3, 33E-4).

Authorized Signature: [Signature]

Company Name: SP Plus Corporation

Typed/Printed Name: Robert Alva

Date: October 24, 2019

Title: Vice President

Telephone Number: (312) 274-2055

Email: ralva@spplus.com

Fax Number: (312) 640-6164
EXHIBIT E
Anti-Collusion Affidavit &
Proposer’s Certification

INNOVATION IN OPERATION
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

Robert Alva

being first duly sworn, deposes and says that he is Vice President
(Partner, Officer, Owner, Etc.)
of SP Plus Corporation
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-ripping or bid-rotating.

Robert Alva
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 22 day of October, 2019

Melody A. Eckert
(Notary Public)
Commission Expires: 03/22/22

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
EXHIBIT G
M/W/EBE Participation Compliance
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

Allpoints Security and Detective, Inc. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

X  Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response $1,466,025

Amount to be performed by a M/W/EBE $596,208

Percentage of work to be performed by a M/W/EBE 40.66%

Information on the M/W/EBE Utilized:

Name Allpoints Security and Detective, Inc
Address 2112 E. 71st Street, Chicago, IL 60649
Phone Number (773) 9556700
Signature of firm attesting to participation
Title and Date President, October 2, 2019

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

☐ Cook County  ☐ State Certification
☐ Federal Certification  ☐ Women’s Business Enterprise National Council
☐ City of Chicago  ☐ Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

Revised 10-14 (09-17)
July 16, 2019

Ms. Sharon Benson
President
Allpoints Security and Detective, Inc.
2112 East 71st Street
Chicago, IL 60649

Dear Ms. Benson:

Congratulations on your continued eligibility for Certification as a Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) by Cook County Government. This certification is valid until August 6, 2020; however, you must re-validate your firms’ certification annually.

As a condition of continued Certification, you must file a “Recertification Affidavit” within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government’s Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm’s eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as an MBE/WBE vendor if you fail to notify us of any changes of facts affecting your firm’s Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm’s name will be listed in Cook County’s Directory of certified firms in the following area(s) of specialty:

LICENSED PROFESSIONAL SERVICES: ARMED AND UNARMED SECURITY GUARD SERVICES; ALARM RESPONSE AND MOBILE PATROL

Your firm’s participation on Cook County contracts will be credited toward MBE or WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE or WBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government’s Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri
Contract Compliance Director
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

SERVON GROUP, INC. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

___ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

X Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

___ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response $1,466,025

Amount to be performed by a M/W/EBE $29,232

Percentage of work to be performed by a M/W/EBE 1.99 %

Information on the M/W/EBE Utilized:

Name KRISTYNA WOJCICKI - SERVON GROUP
Address 4625 N. 25TH AVE, SCHILLER PARK, IL
Phone Number 847.233.0090
Signature of firm attesting to participation
Title and Date Operations Manager

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

☐ Cook County
☐ Federal Certification
☒ City of Chicago
☐ State Certification
☐ Women’s Business Enterprise National Council
☐ Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

Revised 10-14 (09-17)
MAR 01 2016

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Krystyna Wojciakda
Servon Group, Inc.
4625 N. 25th Avenue, Suite A
Schiller Park, IL 60176

Dear Krystyna Wojciakda:

We are pleased to inform you that Servon Group, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 3/1/2021; however your firm’s certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City’s certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm’s annual No-Change Affidavit is due by 3/1/2017, 3/1/2018, 3/1/2019, and 3/1/2020. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm’s five year certification will expire on 3/1/2021. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/1/2021.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602
Servon Group, Inc.

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
561720 – Janitorial Services

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

[Signature]

Rich Butler
First Deputy Procurement Officer
EXHIBIT J
Professional Services Agreement Acknowledgment
Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response. Please check one of the following statements:

[ ] I have read the professional services agreement and plan on executing the agreement without any exceptions.

[✓] My firm cannot execute the City’s standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

***Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.

List exceptions in the area below:

See attached list of exceptions.

Authorized
Signature: [Signature]

Company Name: [Company Name]

Typed/Printed
Name and Title: Robert Alva

Vice President

Date: October 24, 2019

Revised 10-14 (08-17)
Exceptions to Specifications

The RFP and Sample Service Agreement have been reviewed by our Legal and Risk Management Departments. They have noted the following items that we would like to negotiate if we are selected to continue to operate the City of Evanston Three Self-Park Facilities.

Scope

Section 2.5 – Employee Bonding Requirement (p.8)

The RFP requires SP+ to ensure employees are properly bonded.

- **SP+ does not maintain individual fidelity bonds, but does maintain a master crime policy with an Employee Dishonesty insuring agreement - our coverage provides broader protection than that required by the City of Evanston.**

Insurance

Section 3 – Insurance AM Best Requirements (p. 11)

- Regarding the AM Best requirements, SP+ requests that the limit be adjusted to the industry standard of “A-: VIII”.

Exhibit J.V.J – Insurance (p. 40)

- **SP+ will provide all applicable certificates of insurance and endorsements, but not the policy.**

Termination

SP+’s Termination Rights

The RFP is silent on SP+’s right to terminate.

- **SP+ should have the right to terminate the contract for the City's breach and failure to cure within 10 days for a monetary breach or within 30 days for a non-monetary breach.**

City’s Termination Rights - (RFP, Section 11(F) and Sample Contract, Section V(C))

- **SP+ should be provided 30 days’ prior written notice for a termination for convenience, and a cure period for any breach (10 days for monetary breach or 30 days for non-monetary breach). Also, if there is any emergency or threat to life, safety or welfare, the City should not have the right to terminate without notice, but only have the right to suspend the contract, and City should still be required to pay SP+ for its operating expenses (the management fee may be abated if SP+’s services are suspended).**
Sample Contract and General Terms & Conditions

Void. Throughout the Sample Contract (i.e., Section V(A); Section V(J), Page 46, etc.)

If SP+ does not comply with the agreement terms, provides false information, or does not maintain the requisite insurance, etc., the City may deem the agreement “void.” The word “void” is problematic.

- **SP+** requests that the word “void” be substituted with the word “terminate” wherever it appears.

Payment Terms - Payment Terms (RFP, Section 11.0(I)) (p. 16)

Payment terms are in accordance with the Illinois Local Government Prompt Payment Act.

- **SP+** would like to add the actual language into the contract.

Indemnity - (a) RFP Indemnity Provision (RFP, Section 11.0(D)) (p. 15, 39)

SP+ will only hold the City harmless from costs or claims arising from SP+’s acts or omissions. In addition, typically indemnities state that the indemnifying party must defend, indemnify and hold harmless. In this case, the language only states that the indemnity must “hold harmless.”

- **SP+** requests the inclusion of the words “indemnify” and “defend”. (b) Sample Contract Indemnity Provision (Sample Contract, Section V(I)): The first paragraph of this section is acceptable from a legal standpoint. However the second paragraph needs to be deleted in its entirety.

Most Favorable Terms (Sample Contract, Section VIII(G) (p. 44)

- This provision is inconsistent with the type of services provided by SP+, and it would be extremely difficult for SP+ to comply.

Work Product (RFP, Section 11(H)) (p. 16)

All discoveries and documents produced as a result of the service shall become property of the City.

- At a minimum, any transfer of ownership rights to the City should be limited to tangible deliverables that are created specifically for the City under the contract and should exclude SP+’s pre-existing intellectual property.

Removal of Employees (Sample Contract, Section V(A)) (p. 36)

- The removal of any employee must be in compliance with all laws and in accordance with any collective bargaining agreements that are in place.
Inspections (RFP, Section 2.0 (3)) (p. 9)

SP+ is not responsible for fixing structural issues. We request confirmation from the City that any patrol is from the perspective of a parking operator and not that of an engineer or architect.

Attorneys’ Fees (Sample Contract, Section V(Q)) (p. 16)

In the event of a dispute commenced by the City, SP+ is required to reimburse the City for its attorneys’ fees as part of its judgment against SP+.

SP+ requests confirmation from the City that this will only apply if the City is determined to be prevailing party for the claim and all related claims.

Audit (Sample Contract, Section V(H)) (p. 38)

SP+ will exclude any confidential information from permitted records to audit. We propose that SP+ only be required to pay for the audit if expenses are overstated by 3% on an annualized basis, and SP+ have the right to dispute any audit results.

Confidentiality (RFP, Section 11.0(A) and Sample Contract, Section V(K)) (p. 40)

SP+ has confidentiality obligations and will hold for a period of 3 years after the term of the agreement. In addition, we request to exclude from the definition of confidential information.
Litigation Disclosure
Litigation Disclosure

Per Section 12.0(M), page 18 of the RFP

General Description

SP Plus Corporation (f/k/a Standard Parking Corporation) and its affiliates (including Central Parking and USA Parking) operate over 3,400 parking facilities throughout the United States and Canada, and employ over 23,000 employees. Given the nature of the parking business and the scope of our operations, we are inevitably involved from time to time in litigation relating primarily to property damage and so-called “slip and fall” type claims and to labor and employment related claims. While it is therefore impractical to specifically itemize all of our litigation, we don’t consider the litigation material to our business operations, and the litigation will not prevent SP+ from fully performing under an agreement awarded in connection with this Request for Proposal.

Nevertheless, in the interest of disclosure, we will provide a summary of contract dispute litigation with clients and landlords over the last three (3) years, which, as stated above, is not a complete list of all litigation involving SP Plus Corporation.

Contract Disputes/Litigation with Clients and Landlords

1. 12-6-18. Bayside Marketplace, LLC v. SP Plus Corporation. Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, FL, Case No. 2018-040604-CA-01. Filed on December 6, 2018, the plaintiff sued SP+ for injunctive and declaratory relief. The parties mutually agreed to end their business relationship and SP+ ceased operating the plaintiff’s parking facility on January 1, 2019. The lawsuit is in the process of being dismissed.


judgment that it is not responsible for the condition of the parking garage under its expired lease with the landlord. Judgment was entered in favor of Central Parking in October 2015. Judgment was upheld on appeal in 2017.


2013. (B) Health Education Authority of Louisiana v. APCOA LaSalle Parking Company, LLC. Civil District Ct. for the Parish of Orleans, State of Louisiana. Filed December 2013. HEAL sought declaratory judgment that the 1998 lease is null and void as a matter of law because it was not put to public bid. On December 30, 2016, the court ruled in favor of HEAL’s motion for summary judgment. APCOA immediately filed a suspensive appeal. On September 13, 2017 the lower court’s ruling on summary judgment was reversed in favor of APCOA.

2013. (C) Health Education Authority of Louisiana v. APCOA LaSalle Parking Company, LLC. Supreme Court of Louisiana. HEAL filed an application for writ of certiorari, which was denied by the Louisiana Supreme Court on September 14, 2018.


Other Litigation

1. 04-20-18. Carolina Potter et al v. SP Plus Corporation, et al. Platte Cty. Cir. Ct., Plaintiffs alleging negligence, negligent infliction of emotional distress, and interference with the right of sepulcher and burial. SP Plus filed a motion to dismiss on September 7, 2018 which is currently pending.

3. **03-25-16.** SP Plus Corporation v. IPT, LLC d/b/a Paylock. Case No. 2:16-cv-02474 (U.S. Dist. Ct., E.D. La.). Filed March 25, 2016. Paylock demand payment from SP Plus for alleged patent infringement. SP Plus filed this action seeking a finding that the patents were invalid. On May 19, 2017, the court granted SP Plus’s motion for judgment on the pleadings declaring Paylock’s patents invalid. Paylock filed notice of appeal in Fifth Circuit; on June 14, 2017, the appeal was transferred to the Federal Circuit U.S. Court of Appeals. Case No. 0:17-cvpri-02151. On December 19, 2017, the Court of Appeals upheld the ruling that Paylock’s patents are invalid.


11-14-16. (C) Cook County suit was removed to federal court. Collier et al. v. SP Plus Corporation. Case No. 1:16-cv-10587 (U.S. Dist. Ct., N.D. Ill.). Filed November 14, 2016. The case was dismissed May 2017. Plaintiffs appealed. Case No. 0:17-cv-02431 (7th Cir.). Appeal pending.


7. **11-21-12.** Safi vs. Central Parking System of Ohio, Inc. Ohio Ct. Common Pleas Hamilton Cty. Case No. A1209104. Filed 11/21/2012. Central Parking was sued in a class action related to towing practices. Before the class was certified, the parties settled and the case was dismissed in June 2016.
Subcontractors
Subcontractors

Proposed Subcontractors List

Security Guard Services
Allpoints Security and Detective, Inc.
2112 E. 71st Street
Chicago, IL 60649
Phone: (773) 955-6700

Janitorial Services
Servon Group
4625 N. 25th Ave., Suite A
Schiller Park, IL 60176
Phone: (847) 233-0090

Parking Equipment
Automated Parking Technologies
500 W. 18th St., Suite 301
Chicago, IL 60616
Phone: (312) 942-9570
Risk Management

**SP+’s** in-house Risk Management Department focuses exclusively on comprehensive risk protection, safety and loss control inspections and training, and claims management. Our insurance provides liberal protection with a $125 million casualty umbrella limit. Our casualty carriers are rated A.M. Best A: 15.

Our coverage provides exceptional protection for our clients:

- **Workers’ Compensation Insurance**
  Our coverage maintains compliance with the state’s Workers’ Compensation Act.

- **Employer’s Liability Insurance**
  Covers all employees for the premises not covered by the Workers’ Compensation Act, for occupational accidents or disease, for limits of not less than $1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified below.

- **General / Garage Liability Insurance**
  We are insured on an occurrence form basis with limits of not less than $3,000,000 per occurrence with an annual aggregate limit of $15,000,000 per location.

- **Garage-Keeper’s Legal Liability Insurance (if Applicable)**
  Insures any and all automobiles that are parked at the premises by the operator’s attendants or for which a bailment otherwise is created, with limits of liability not less than $3,000,000 per occurrence.

- **Comprehensive Crime Insurance**
  Includes employee theft, premise, transit and depositor’s forgery coverage, with limits of liability as to any given occurrence of $50,000 for monies and securities inside and outside the premises, and $1,000,000 on account of any employee dishonesty.

- **Umbrella Liability Insurance**
  In excess following form, with an annual aggregate limit of $125,000,000.

**Fidelity Insurance Coverage**

Because no internal control system—no matter how well conceived and operated—can provide an absolute assurance that its objectives will be met (and because no evaluation of controls can guarantee detection of all control issues), we provide our clients with an additional layer of protection by maintaining $1 million in fidelity insurance coverage. This coverage protects our clients against losses associated with employee dishonesty, theft, computer fraud and forgery.
Damage Claims

When we assume management responsibility for a parking operation, we immediately institute a number of steps to minimize damage claims. Among other things, we will re-train any of the prior operator’s employees who have been retained, focusing particular attention on safe driving habits and how to avoid vehicular damage. When incidents do occur, we have efficient procedures to expedite the claim process.

Damage Claims Procedures

Over the years, we have developed and refined detailed damage claims procedures. We accept responsibility for—and quickly honor—damage claims for which the facility has liability. We do not pay claims for which the facility is not liable. Even when liability is denied, we nevertheless reply to the patron as quickly as possible.

The cornerstone of this process is a well-defined procedure that delegates responsibility for dealing with claims to the people best equipped to quickly and effectively do so. Our Facility Managers are trained to advise a claimant to properly complete and submit an Incident Report before the car is removed from the facility, since it is almost impossible to determine where damage has occurred once a vehicle leaves the facility. Properly completed Incident Reports are reviewed by the Facility Manager within 24 hours of submission. The Facility Manager then will discuss the claim with the Senior Manager within 24 hours.

We are committed to expediting the processing of all damage claims. If liability is denied, we advise the customer—in writing—as quickly as possible. We have found that contacting claimants immediately so that they know the status of their claim—even if the claim is denied—is the single biggest factor in ameliorating any negative feelings associated with the incident.

Damage Claims Tracking

Reports concerning claim frequency and disposition can be compiled and forwarded to ownership as frequently as you desire. We recommend the on-site maintenance of a monthly claim log sheet. Our log sheet has proven to be an effective tool for claims management because all current claim information is available to both our staff and the property manager. Therefore, any questions regarding the progress or disposition of any claims can be answered quickly by on-site personnel.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ann Risk Services Central, Inc.
Chicago II Office
300 East Randolph
Chicago IL 60601 USA

INSURED
SP Plus Corporation
200 ERandolph Street, Suite 7700
Chicago IL 60601 USA

INSURING AFFORDING
COVERAGE
NAI #

INSURED A. M. Specialty Insurance Co. 37865
INSURED B. Greenwich Insurance Company 22322
INSURED C. Navigator’s Insurance Co 42307
INSURED D. Commerce & Industry Ins Co 10410
INSURED E. Great American Insurance Company of NY 22136
INSURED F. Endurance American Insurance Company 10641

COVERAGE
CERTIFICATE NUMBER: 27007-800000

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by prior claims.

Limits shown are as reported.

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DESCRIPTION OF OPERATIONS / LOCATIONS / CIRCLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required.

RFP: # 19-56 – The Management and Operations of Three Self-Park Facilities – City of Evanston, IL

Sample Insurance Certificate Page 1
## ADDITIONAL REMARKS SCHEDULE

**AGENCY CUSTOMER:** 570000025472

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER:** ACORD 25, **FORM TITLE:** Certificate of Liability Insurance

### INSURER(S) AFFORDING COVERAGE

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<tr>
<td>20699</td>
<td>H: ACE Property &amp; Casualty Insurance Co.</td>
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<tr>
<td>16691</td>
<td>I: Great American Insurance Co.</td>
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### ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

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*ACORD 101 (308899) The ACORD name and logos are registered marks of ACORD © 2000 ACORD CORPORATION. All rights reserved.*
Addenda Acknowledgment
**Addenda Acknowledgment**

*SP*+ acknowledges receipt of the following addenda for RFP # 19-56:

<table>
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<th>Date Received</th>
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<tbody>
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<td>October 16, 2019</td>
</tr>
</tbody>
</table>
Robert Alva
Vice President
200 E. Randolph Street, Suite 5475
Chicago, IL 60601
Phone: (312) 274-2055
Email: ralva@spplus.com
Memorandum

To: Honorable Mayor and Members of the City Council  
CC: Members of Administration and Public Works Committee  
From: Ike Ogbo, Health & Human Services Director  
Subject: Contract Renewal with Amita (Presence) Behavioral Health for Mental Health Services  
Date: November 25, 2019

Recommended Action:
Staff recommends that City Council authorize the City Manager to renew the Service Provider Agreement between Amita Behavioral Health (Presence Health) and the City of Evanston for the provision of 24-hour crisis line access, mental health crisis intervention and various community outreach and education services at a cost of $143,333.00. The Agreement is dated January 1, 2020 to December 31, 2020.

Funding Source:
Funding is provided by the Human Services Fund Community Outreach Program line item (Account 176.24.2445.62491).

Council Action:
For Action

Summary:
Since March 1, 2013, Amita (Presence) Behavioral Health and the City of Evanston established an agreement for Amita (Presence) Health to provide 24-hour crisis line access, mental health crisis intervention, counseling, therapy and various community outreach plus education services for Evanston residents. This agreement will continue to cover services and staff which includes a licensed Clinician who operates at the Evanston Public Library. In 2017, the agreement was amended to include the licensed Clinician to work at the Evanston Public Library. $143,333 is the maximum total payable under the renewal Agreement.

Attachments:
Service Agreement - PRESENCE HEALTH 2020
POLICY GUIDELINES GOVERNING SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the “Agreement”), is made on this _day of January 2020 (the “Effective Date”), by and between The City of Evanston, an Illinois home rule municipality (“City”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, and Presence(Amita) Behavioral Health, a not-for-profit Illinois corporation (“Provider”). City and Provider may be referred to as a “Party” and collectively as the “Parties”.

1. PROVIDER RESPONSIBILITIES FOR LEVEL OF SERVICE:

1.1 Provider shall provide outreach to the Evanston Police and Fire Department, through training exercises during the term for emergency responders including Health and Human Services Department staff in behavioral health issues. In addition, Provider will work with the Police and Fire Department personnel to identify chronic 911 callers that are often dropped off at the hospital emergency room.

1.2 Provider currently operates a Crisis Line, which operates 24 hours a day/7 days a week and Provider will make the Crisis Line available to Evanston residents.

1.3 Provider will assign Community Support and Social Work specialist staff members to be assigned to work on solely Evanston focused efforts, including but not limited to case management, community support outreach for those that have been identified as chronic 911 callers, initiating psychiatric hospitalization of involuntary patients, provide daily contact with the crisis line, in-home assessment, therapy, counseling, provide linkage to other mental health organizations, and the services outlined in 1.1 and 1.2 (the “Provider Staff Member”). The Provider Staff Member will be located at the St. Francis Hospital, 355 Ridge Avenue, Evanston, Illinois 60202. In the recruitment of the Provider Staff Member, priority will be given to candidates who are residents of Evanston. In the event that no qualified Evanston residents present themselves for consideration, the Provider Staff Member will be recruited from outside the City of Evanston, so as to avoid interruption of services to the community. Lastly, the Provider Staff Member will be an Evanston resident.

1.4 Agreement Term for Services: The services outlined in Paragraphs 1.1 – 1.3 (collectively “Services”) shall be performed by Provider from January 1, 2020 and December 31, 2020 (“Term”). The Term shall not be renewed, except by written agreement of the Parties and by approval of the City Council.

1.5 The Agreement shall be used to serve solely residents of the City of Evanston (the “Recipients”). No Recipients shall, on the grounds of their race, age, creed, color, sex, national origin, religious creed, financial status, source of income, marital status, sexual orientation, economic status or disability be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives financial assistance from or through the City. The Provider may expend funds received under this Agreement only for those parts of the Provider’s program expenses directed to the Recipients and services specified in the Agreement.

1.6 Provider will provide 1FTE- Licensed Clinician to be assigned to work at designated Evanston Public Library locations. FTE will provide immediate access to critical services. Along with supporting and training staff, the Social Worker can connect patrons in need with a continuum of services including crisis intervention/de-escalation, support, outreach, education, and assessments to determine if a higher level of care is needed up to and including hospitalizations. Finding effective ways to quickly meet immediate needs will be an important new tool at the Evanston Public Library.
2. **FEE POLICIES:**

2.1 No persons may be refused services due to the inability to pay for services rendered. However, when fees are charged for a service all persons receiving said service are expected to contribute to the cost of the service per agency guidelines to the extent that they are able.

2.2 The Provider shall submit agency fee guidelines to the City. The grant money can be used to subsidize services rendered to Evanston residents after fees are collected. Provider represents and warrants that it will not be seeking any payments from the City above the funding amount to recover any loss due to non-payment or under payment for services rendered.

2.3 The City approved funding in the principal amount of Seventy Three Thousand, Three Hundred and Thirty Three and 00/100 Dollars ($73,333.00) for the Term of the Agreement. Funding will be paid through a monthly invoice process and payment will be disbursed in accordance with the Illinois Local Government Prompt Act. Invoices shall be submitted to the Director of Health and Human Services, 2100 Ridge Avenue, Evanston, IL 60201.

2.4 The City approved funding in the principal amount of Seventy Thousand 00/100 Dollars ($70,000):12month Salary for Social Worker and indirect cost reimbursement to Presence (Amita) for recruiting, managing and directing Social Worker and processing payroll. Funding will be paid through a monthly invoice process and payment will be disbursed in accordance with the Illinois Government Prompt Act. Invoices shall be submitted to the Director of Health and Human Services, 2100 Ridge Avenue, Evanston, IL 60201.

3. **RECORD KEEPING:**

3.1 The Provider shall keep and maintain individual cumulative case records, including a specific service plan for each Recipient with the agency’s goal(s) for the Recipient and measurable objectives within time frames specified by the professional staff involved, when applicable.

3.2 The Provider shall maintain confidentiality of individual Recipient records and share such information in accordance with the amended Mental Health Code of the State of Illinois or after the appropriate authorization for release of information has been obtained from the Recipient when applicable.

3.3 The Provider shall maintain all records related to this Agreement for a minimum of three years, or longer if other applicable laws or regulations so require.

3.4 The Provider shall permit on-site inspection of relevant records by the Director of the Health and Human Services (“Director”) at all reasonable times, subject to conditions specified in Section 3.2 regarding confidentiality.

3.5 The Provider shall have on file and maintain a policy and procedure for determining the residency of Recipients related to the conditions specified in Section 1.

4. **COMMUNITY PLANNING AND COORDINATION:**

4.1 The Provider will meet with the Director to discuss general and/or specific issues of this Agreement. Either party may initiate such meetings.

4.2 The Provider will notify the Director about any and all information which is pertinent to the future of the agency and its operations in the community, e.g., staffing problems, loss of funding, lawsuits, and/or deficiencies cited in a review for license or certification.
4.3 The Provider will participate in Health and Human Services meetings, as designated by the Director to develop a comprehensive human service program for Evanston.

4.4 When it is appropriate to the Provider’s mission the Provider will mutually cooperate with other network services in the provision of treatment services and discharge planning for people who have mental disorders and/or developmental disabilities.

5. **Monitoring and Evaluation:**

5.1 The Provider’s agency and program performance statistics, Agency Quarterly Narrative Report, and report on outcome measures will be submitted to the Director in a timely manner using the forms specified by the Director.

5.2 If the Provider is funded by the Illinois Department of Human Services (IDHS), the Provider shall furnish the City with financial and budget reports prepared for and submitted to IDHS upon request of the City. It is understood that the City may receive and/or may request directly from IDHS all monthly and quarterly summary data printouts about these agencies.

5.3 Limited to this Agreement, on a quarterly basis, the Provider shall furnish the Director a summary report of all grant-in-aid, purchase of service, or other grant and funding requests by the Provider, regardless of whether local, state, federal or private foundation monies are requested for facilities or services.

5.4 One copy of the Provider’s most recent audit must be submitted to the City within two weeks of having been accepted on behalf of the Provider’s Board of Directors.

5.5 For the Provider to receive funding by the City, budget documents and all narratives shall comply with the requirements of the Budget Manual for Human Service Agencies prepared by the EMHB and City staff.

5.6 Per City Council Public Policy Resolution 24-PR-79, the Provider shall:

5.6.1 Submit to the Director a copy of its policy on equal opportunity employment and a copy of its most current affirmative action plan.

5.6.2 Conduct meetings of its board of directors, or policy-setting body, in such a manner that whenever City funds are discussed, the meetings shall be open to the public.

5.6.3 Submit to the Director the names and addresses of the current members of its board of directors or policy-setting body.

6. **Insurance and Indemnity:**

6.1 The Provider shall not commence work under this Agreement until it has obtained Commercial General Liability insurance approved by the City of Evanston, and endorsed to provide coverage for Broad Form Property Damage and Blanket Broad Form Contractual Liability.

6.2 The Provider shall furnish two copies of the Certificate of Insurance naming the City of Evanston as an additional insured. The Certificate shall also recite that any cancellation shall require thirty (30) days advance notice, with notice to all named or additional insured. The Provider shall maintain Personal Injury and Property Damage coverage for a minimum of $1,000,000 for each occurrence.

6.3 The Provider Certificate of Insurance shall include the following indemnity provision:

"The Provider agrees to indemnify, save harmless and defend the City of Evanston, its agents, servants, and employees, and each of them against and hold it and
them harmless from any lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury, or any damage to any property, which may arise or which may be alleged to have risen out of or in connection with the work covered by this contract.”

6.4 In case of any conflict between the language of the Provider’s General Liability Insurance policy(s) and the indemnity provision cited in Section 6.3, the indemnity provision shall govern.

6.5 The Provider shall designate to the Director of Health or his/her designee a staff person to be responsible as the Provider’s contact person for insurance and indemnity matters. The designation shall be in writing, and provide the name, title, telephone number, and if available, an email address of the person designated.

7. **CONTRACT CHANGES:**

7.1 Any amendments to this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

8. **TERMINATION AND OTHER RIGHTS OF THE CITY:**

8.1 The CITY maintains the right in the event of a failure by the Provider to perform any of its obligations under this Agreement to terminate this Agreement and payments thereunder, or to withhold funding for any one or more payment periods. With the exception of those issues identified in Section 8.2, the CITY must notify the Provider in writing of such impending action at least thirty calendar days before such action goes into effect. Such notice shall specify the reasons for which the action is taken, and the conditions, if any, under which payments may be reinstated.

8.2 The CITY shall waive its responsibility for payment of any and all bills for expenditures received over 45 calendar days after the last day of the month in which the services were provided.

8.3 The awarding of this Agreement in no way implies the continued financial support of programs or services of the Provider by the CITY beyond the specific period of this Agreement. Future funding by the CITY will be determined by an annual program review and allocation process.

8.4 This Agreement and its rights, responsibilities and proceeds may not be awarded or assigned by the Provider to any other individual(s) or party(s) for the purpose of fulfilling the obligations of this Agreement. In the event of the inability of the Provider to complete the terms of this Agreement, the CITY maintains the sole responsibility to determine the disposition of the balance of funds remaining under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have fully executed this Agreement on the date set forth above.

**CITY OF EVANSTON:**

an Illinois home rule corporation

________________________________________

By: Erika Storlie, Interim City Manager
Date: ________________, 2019

**PRESENCE BEHAVIORAL HEALTH**

an Illinois not-for-profit corporation

________________________________________

By: Rick Germann, Vice-President
Date: ________________, 2019
________________________
Ike C. Ogbo, Director
Date: ______________, 2019
Recommendation: Staff recommends City Council approve the sole-source purchase for a laptop vending machine to serve library patrons at the new Robert Crown Community Center (RCCC) Library Branch from Murphy Security Solutions (8753 W. Cermak Road, North Riverside, IL 60546) in the amount of $27,390.

Funding Source: Funding for this purchase will be from the FY 2019 Robert Crown Construction - IT Computer Hardware Fund (Account 416.40.4160.65555 - 616017).

Council Action: For Action

Summary: The laptop vending machine will enable Robert Crown Community Center visitors with a valid Evanston library card the ability to check out a Dell laptop or Chromebook during any hour the Crown Center is open. The machine will be located just off the main lobby near the library.

Attachments: Evanston Public Library D_Tech computeIT Laptop Vending System Proposal
November 07, 2019

Tim Longo – Head of Technical Services
Evanston Public Library
1703 Orrington Avenue
Evanston, IL 60201

Subject: Quote for D-Tech 12 Bay computeIT Laptop Self Service Vending System

Dear Tim,

Thank you for the opportunity to present to the Evanston Public Library the D-Tech computeIT Lap Top Self Service Vending/Charging System. Murphy Security Systems is the authorized D-Tech reseller for Illinois. We have many years of experience in selling and servicing RFID Library Technologies and Library Vending solutions throughout Illinois and is well equipped to handle the technology needs of Evanston Public Library.

Once again thank you for considering D-Tech and Murphy Security Solutions as a solution for your library technology needs. I look forward to establishing a partnership with Evanston Public Library.

Sincerely,

Thomas J. Murphy – President
Murphy Security Solutions
The computeIT™ from D-Tech is a multi-bay modular locker system designed to store and dispense laptops and other similar devices. Individual user bays are the optimum size to store most makes and models of laptop, netbook, PC tablets, iPads, and eBooks; and offer a safe charging environment for access by users of all ages.

Available from 12 bays, the computeIT™ modular locker system can be tailored to suit the library's needs. With its steel chassis and doors, the computeIT™ is an extremely secure centralized location to vend your valuable mobile PC's, which provides effective theft prevention and frees staff for other duties.

The computeIT™ is available with a range of charging options as well as your choice of colors. With full independent CE and UL Certification, power to the computeIT™ is entirely safe for student/patron use and is fully temperature controlled to ensure all devices are kept cool during the charging process.

Features:

- Safe charging and secure storage
- Suitable for laptops, netbooks, tablet PCs or any device charged with AC adaptor
- Available from 12 to 96 number of lockers
- Library Card Barcode, Biometrics, or RFID can be used for access.
- Network compatible for Data Transfer, updates and anti-virus (optional)
- Thermostatically controlled temperature management system is standard
- LED charge status indicators
- Connection to ILS via SIP2
- Meets all required Safety Standards and is fully CE, UL Certified
## Evanston Public Library

### D-Tech computeIT 12 Bay Laptop Self Service/Charging Vending System

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<td></td>
<td>Total (With Installation)</td>
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### Notes:
1. Library needs to provide 110v outlet for Laptop Self Service Vending System and a network connection and wiring back to the Network
2. Shipping (FOB Shipping - Shipping To Be Determined At Time Of Shipping - Shipping From The UK)
3. All pricing valid for 30 days.
4. Equipment Warranty: One Year Warranty
5. Yearly Maintenance Agreement w/ Yearly Software License Fee - $2,695.00 Annually (After 1 Year Warranty)
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paul Moyano,
CC: David Stoneback, Lara Biggs
Subject: Change Order No. 1 for 2019 CIPP Sewer Rehabilitation Contract B (Bid No. 19-42)
Date: November 25, 2019

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 to the Construction Contract agreement for the 2019 CIPP Sewer Rehabilitation Contract B (Bid No. 19-42) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, IL 63005) increasing the contract amount by $48,868.00 and extending the completion date by an additional 113 days. This will increase the total contract amount from the current contract price of $339,995.70 to $388,863.70 and extend the current completion date from December 9, 2019 to March 31, 2020.

Funding Source:
Funding for this project is from Sewer Fund (Account No. 515.40.4535.62461 – 419004), which has an FY 2019 budget of $700,000 for this work, of which $351,525.65 is remaining and will be rolled over to FY2020. Funding for the additional cost will be from the Sewer Fund – Emergency Sewer Repairs (Account No. 515.40.4535.65515), which has an FY 2019 budget of $75,000, of which $75,000 is remaining.

Council Action:
For Action

Summary:
This contract includes rehabilitation of 4,166 feet of combined sewer main and relief sewer main ranging in size from 9-inch diameter to 48-inch diameter at 22 different sites. A location map indicating where the work will take place is attached. The sewer mains were identified as needing rehabilitation during the Sewer Division’s regular closed-circuit TV inspection of sewer mains.
Discussion:
After the agreement was executed, the Sewer Division identified an additional sewer segment that requires prompt rehabilitation. The sewer segment is located on the 2500 block of Asbury and caused a sinkhole. The cost is described in the letter from Insituform included with the attached Change Order, and the price is considered favorable because they are already mobilized in town for this work.

Additionally, during the scheduled sewer rehabilitation, Insituform encountered weather delays due to temperatures below freezing. The revised schedule is described in the letter from Insituform included with the attached Change Order.

Once construction is complete, a final change order will be issued to reconcile bid quantities to final installed quantities.

Legislative History:
On January 9, 2017, the City Council approved the list of pre-qualified CIPP rehabilitation contractors (RFP 16-67)

On September 26, 2018, City Council approved contract award to Insituform Technologies USA, LLC

Attachments:
2019 CIPP B Location Map
2019 CIPP B CO #1 with Attachments
City of Evanston - Location Map
2019 CIPP Sewer Rehabilitation - Contract B
Bid # 19-42

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

Page 3 of 6
CITY OF EVANSTON  
CHANGE ORDER

Order No. 001  
Date: November 14, 2019  
Agreement Date: September 26, 2019

PROJECT: 2019 CIPP Sewer Rehabilitation Contract B  
OWNER: City of Evanston  
CONTRACTOR: Insituform Technologies USA, LLC

The following changes are hereby made to the AGREEMENT:

1. Addition of cost for lining additional segment as shown below and provided in the letter from Insituform Technologies USA, LLC dated October 30, 2019.

2. Completion date shall be extended as shown below and requested in the letter from Insituform Technologies USA, LLC dated November 12, 2019.

Original CONTRACT PRICE: $339,995.70  
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $339,995.70  
Total change in CONTRACT PRICE for this CHANGE ORDER 001 $48,868.00  
The CONTRACT PRICE including this CHANGE ORDER will be $388,863.70

Original COMPLETION DATE December 9, 2019  
Current COMPLETION DATE adjusted by previous CHANGE ORDERS December 9, 2019  
Total Change in CONTRACT TIME for this CHANGE ORDER 113 Calendar Days  
The COMPLETION DATE including this CHANGE ORDER will be March 31, 2020

Accepted by (Contractor):  

Jana Lause, Contracting & Attesting Officer  
Insituform Technologies USA, LLC  
Date: 11/15/19

Approved by (Owner):  

City of Evanston  
Date
Re: Evanston Additional Work Proposal

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Scope of Work:

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<th>Unit</th>
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<td></td>
<td></td>
<td><strong>$48,868.00</strong></td>
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Note: All terms and conditions will be according to the contract from the bid on 7/30/19

Sincerely,

**INSITUFORM TECHNOLOGIES USA, LLC.**

Kevin Coburn, Business Development Manager  Cell – 630-842-8539
Re: Evanston 2019 CIPP Sewer Rehabilitation Contract B – Time Extension Request

Insituform Technologies USA, LLC. is requesting a time extension for the above referenced project. Given the potential of additional work and the cold weather arriving earlier than expected, we are requesting a revised completion date of 3/31/20. Please let us know if this is acceptable.

Note: All terms and conditions will be according to the contract from the bid on 7/30/19

Sincerely,
INSITUFORM TECHNOLOGIES USA, LLC.

Kevin Coburn, Business Development Manager  Cell – 630-842-8539

CITY OF EVANSTON

Signed: ___________________________________________ ____________________

Printed Name/Title: _______________________________ _____________________

Date: ____________________
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Ike Ogbo, Health & Human Services Director
Subject: Resolution 118-R-19, Agreement for City Wide Rodent Control with Rose Pest Solutions, Inc.
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 118-R-19, authorizing the City Manager to sign a 2 year agreement with Rose Pest Solutions for the provision of rodent control services for residential properties and public places in the City of Evanston. The amounts for these services are $86,320.08 for a period of January 1, 2020 to December 31, 2020 and $86,320.08 for a period of January 1, 2021 to December 31, 2021.

Funding Source:
Funding is provided by the Illinois Vector Surveillance Grant (Account 100.24.2435.62471) and Rodent Control line item (Account 100.24.2435.62606).

Council Action:
For Action

Summary:
The City of Evanston staff have been providing rodent control services dating back as far as the 1940’s. Historically, staff of the Health and Human Services Department provided the service. However, in 2011, the City of Evanston was overwhelmed with requests for service regarding rodents which led to the hiring of Rose Pest Solutions in the last quarter of 2011 to address rodent control issues in residential housing.

In 2012, the City Council directed the Health and Human Services Department to extend the practice of rodent control beyond single-family housing and owner-occupied rental dwellings to include all residential housing (townhouse, condominiums, and multi-unit apartment buildings).

Since 2011, Rose Pest Solutions has provided consistent and effective rodent control services in Evanston with the exception of 6 months when another company, Smithereen, was hired as a replacement in 2017. Smithereen’s contract was terminated within 6 months.
due to their inability to meet the expectations, scope and demands of our rodent control program. Other pest control companies have been reviewed but lack the experience to handle the scope of Evanston’s City-wide rodent control program.

The picture below depicts the reduction of the number of rodent treatment request calls over recent years.

Rose Pest Solutions has demonstrated over the years the capacity, responsiveness, experience and level of service to handle the City’s rodent control requests and operations.

Attachments:
Resolution 118-R-19 Authorizing professional services with Rose Pest Solutions
Rose Pest Solutions professional services agreement
A RESOLUTION

Authorizing the City Manager to Execute an Agreement
With Rose Pest Solutions for Rodent Control Services

WHEREAS, the City of Evanston provides rodent control services to its citizens; and

WHEREAS, the Health and Human Services Department manages the provision of rodent control services in the City of Evanston; and

WHEREAS, prior to 2012, the City of Evanston provided rodent control services in single family and owner occupied residential housing; and

WHEREAS, the City of Evanston recognized the increased community demand for rodent control services, and in 2012, the City Council directed the Health and Human Services Department to extend the practice of rodent control beyond single family housing and owner occupied rental dwellings to include all residential housing (townhouse, condominiums, and multi-unit apartment buildings); and

WHEREAS, in October 2017, the City of Evanston hired Rose Pest Solutions to provide rodent control services to replace the services of another provider; and

WHEREAS, the contract with Rose Pest Solutions was renewed by the City for a 2-year term ending in 2019; and

WHEREAS, the contract with Rose Pest Solutions is now set to expire on December 31, 2019; and
WHEREAS, the Health and Human Services Department recommends that the City of Evanston enter into a 2-year agreement with Rose Pest Solutions, for the period of January 1, 2020 through December 31, 2021, to provide rodent control services at a cost not-to-exceed $86,320.08 per year;

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

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, into a 2-year agreement with Rose Pest Solutions, for the period of January 1, 2020 through December 31, 2021, to provide rodent control services at a cost not-to-exceed $86,320.08 per year. This agreement shall be in substantial conformity with the Professional Services Agreement marked as Exhibit 1, attached hereto, and incorporated herein by reference.

SECTION 3: That this Resolution 118-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: 

_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: __________________, 2019

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EXHIBIT 1

Professional Services Agreement with Rose Pest Solutions
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

City-Wide Rodent Control Program
("the Project")

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ___ day of ________________, 2019, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Rose Pest Solutions, with offices located at 414 Frontage Road, Northfield, Illinois 60093 (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $86,320.08 annually.

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2020 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2021. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit
A – Professional Services Agreement with Rose Pest Solutions. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City's Professional Services Agreement with Rose Pest Solutions.

V. GENERAL PROVISIONS

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

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

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

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

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

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

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

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the
event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

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

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

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

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

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

At the City Corporation Counsel’s option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

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

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

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

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

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

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

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set.
Q. **Attorney’s Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys’ fees and costs incurred in each and every such action, suit, or other proceeding.

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

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

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

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

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

VI. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

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

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

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

VIII. CONSULTANT CERTIFICATIONS

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

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

By ________________________ By: ________________________
Its: ________________________ Its: City Manager
FEIN Number: _______________ Date: _________________
Date: ________________________
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sat Nagar,
CC: David Stoneback, Lara Biggs
Subject: Resolution 119-R-19, Authorizing the City Manager to Sign a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the Howard Street Resurfacing and other Capital Improvements Project and Authorizing the Execution of the Intergovernmental Agreement with the City of Chicago

Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 119-R-19, Authorizing the City Manager to Sign a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the Howard Street Resurfacing and other Capital Improvements Project and Authorizing the Execution of the Intergovernmental Agreement with the City of Chicago.

Funding Source:
Funding will be provided as follows: $898,000 in 2020 General Obligation Bond funds; $1,691,384 in 2021 General Obligation Bond funds; $1,518,487 from the Water Fund; $535,275 from the Sewer Fund; $6,556,874 in federal Surface Transportation Program grant funds; and $217,516 from the City of Chicago transferred directly to the City of Evanston. Further information is included in the information packet below.

Council Action:
For Action

Summary:
Howard Street is a major arterial street running east-west with the City of Evanston on the north side and the City of Chicago on the south side. Both Evanston and Chicago have jurisdiction on Howard Street, with Evanston owning the northernmost 60% of the right-of-way. The Howard Street corridor is adjacent to commercial and residential areas and has considerable pedestrian, bike, bus, and vehicular traffic. On February 26, 2015, the City Council authorized staff to apply for grant funding from the federal Surface Transportation Program.
Program (STP) to complete streetscape improvements on Howard Street from Dodge Avenue to Custer Avenue. The City was successful in receiving this grant. Staff then successfully reached out to the City of Chicago to determine interest in completing a coordinated improvement, and the Chicago portion of Howard Street was included in the scope of work. During the Phase I planning process, the limits of the project were extended to better terminate the improvements at logical locations, although the extra scope was not part of the grant-funded improvements. Water main replacement and sewer improvements were also added to be funded directly from the City of Evanston Water and Sewer Funds. This project now includes the following scope of work:

1. Reconstruction / resurfacing of Howard Street
2. On-street bike lane from Ridge to Asbury and shared bike route from Asbury to Target Access Drive
3. Traffic signal modernization at the following intersections:
   o Howard Street & Custer Avenue
   o Howard Street & Dodge Avenue
   o Traffic signal upgrade at Asbury & Ridge (pedestrian pushbuttons including phasing changes)
4. Street light upgrade for the entire project length (Target Access Drive to Callan Avenue)
5. Fiber optic cable installation and security improvements along the Howard Street Corridor
6. Streetscape improvements & upgrades
7. Pedestrian crossing bump-outs
8. Water main improvements on Howard Street, Asbury to Ridge & Target Access Drive to Dodge
9. Sewer improvements throughout the project area

Christopher Burke Engineering was selected to provide the engineering services for Phase I, Phase II & Phase III Engineering through the federally mandated Qualification Based Selection (QBS) process. At this point, the Phase I engineering & Phase II construction plans for the project have been completed, and the contract documents have been submitted to the Illinois Department of Transportation (IDOT) for review prior to being advertised for bid. The project is scheduled for an IDOT letting in March 2020, and construction is expected to start in the first week of July 2020. The water main improvements will be completed in 2020, and the remaining work is scheduled for 2021.

The total cost commitment for the City of Evanston is $4,643,146. A detailed cost breakdown table provides the funding breakdown between the City of Evanston, the City of Chicago and federal grant program.
The following table includes the breakdown by funding source:

<table>
<thead>
<tr>
<th></th>
<th>Federal Surface Transportation Program (STP)</th>
<th>Non-Federal Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cost Share</td>
<td>%</td>
<td>Cost Share</td>
</tr>
<tr>
<td><strong>Federal Eligible Construction</strong> (Original Grant Scope of Work)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Evanston</td>
<td>$2,256,874</td>
<td>52%</td>
<td>$2,089,384¹</td>
</tr>
<tr>
<td>City of Chicago</td>
<td>$3,800,000</td>
<td>100%</td>
<td>$-</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$6,056,874</td>
<td>74%</td>
<td>$2,089,384</td>
</tr>
<tr>
<td><strong>Non-Federal Eligible Construction</strong> (Work in Addition to Original Grant Scope)²</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Evanston</td>
<td>$-</td>
<td>0%</td>
<td>$2,053,762</td>
</tr>
<tr>
<td>City of Chicago</td>
<td>$-</td>
<td>0%</td>
<td>$217,516</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$-</td>
<td>0%</td>
<td>$2,271,278</td>
</tr>
<tr>
<td><strong>Construction Engineering</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Evanston</td>
<td>$500,000</td>
<td>100%</td>
<td>$500,000</td>
</tr>
<tr>
<td>City of Chicago</td>
<td>$500,000</td>
<td>50%</td>
<td>$500,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$500,000</td>
<td>50%</td>
<td>$500,000</td>
</tr>
<tr>
<td><strong>Total Construction &amp; Engineering</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Evanston</td>
<td>$2,256,874</td>
<td>52%</td>
<td>$4,643,146³</td>
</tr>
<tr>
<td>City of Chicago</td>
<td>$4,300,000</td>
<td>100%</td>
<td>$217,516</td>
</tr>
<tr>
<td>Project Total</td>
<td>$6,556,874</td>
<td>43%</td>
<td>$4,850,662</td>
</tr>
</tbody>
</table>

**Notes:**
1. Includes work within expanded project limits, fiber optic improvements and a portion of the streetlight improvements.
2. Includes water main replacement and sewer improvements within the project limits.
3. This is the total City of Evanston funding commitment for construction and construction engineering.

The following table includes the breakdown by funding source:
Analysis:
This project is receiving federal funding from the federal STP grant program; therefore, IDOT is responsible to advertise the bid and manage the construction project. In order for this to occur, the City needs to execute the Local Agency Agreement committing the City to provide their share of the funding for the project. In addition, the City of Evanston is the lead municipality and is responsible for administering the construction engineering contract. Therefore, the City of Evanston and the City of Chicago need to enter into an Intergovernmental Agreement (IGA) to define the terms under which this will occur. The attached IGA and been reviewed and approved by legal staff at both cities.

Alternatives:
On 3/13/17, the City Council approved award of the Phase I Engineering contract to Christopher B. Burke Engineering.
On 8/13/18, the City Council approved award of the Phase II Engineering contract to Christopher B. Burke Engineering.

Attachments:
Resolution 119-R-19
Howard Corridor Project Location Map
A RESOLUTION

Authorizing the Interim City Manager to Sign a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation for the Howard Street Resurfacing and other Capital Improvements Project and Authorizing the Execution of the Intergovernmental Agreement with the City of Chicago

WHEREAS, the City of Evanston seeks to utilize federal Surface Transportation Program grant funds to improve Howard Street between Dodge Avenue /California and Custer Avenue/Damen Avenue that lies within its boundaries with roadway resurfacing, curb and gutter removal and replacement, traffic signal improvements, and streetscape improvements including lighting, pavers, and landscaping, said improvement to be identified as IDOT State Section Number: 17-00281-00-RS, State Job Number: C-91-188-18, and Federal Project Number: CISG(950) hereinafter referred to as the "Project"; and

WHEREAS, the State of Illinois and the City of Evanston wish to avail themselves of federal money committed to fund the Project and the City Council of the City of Evanston hereby determines it is in the best interests of the City to enter into the Local Agency Agreement with IDOT; and

WHEREAS, a portion of Howard Street is in Chicago and the City of Chicago also would like to improve Howard Street as described above as well, attached is an intergovernmental agreement between Chicago and Evanston to set forth Chicago's participation to fund the Project in part; and
WHEREAS, the State of Illinois, City of Chicago, and the City of Evanston are all desirous of said Project because it will have immediate benefit to the residents of the area and permanent in nature,

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

SECTION 1: The Interim City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation to fund the Project, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: The Interim City Manager is also hereby authorized to sign and the City Clerk is hereby authorized to attest to the Intergovernmental Agreement with the City of Chicago for the Howard Street from Sacramento Avenue to Winchester Avenue/Callan Avenue, attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3: The Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement or the Intergovernmental Agreement as she may determine to be in the best interests of the City.

SECTION 4: That this Resolution 119-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

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2019

Stephen H. Hagerty, Mayor

Page 7 of 32
**LOCAL PUBLIC AGENCY**

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
<td>Cook</td>
<td>17-00281-00-RS</td>
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</table>

<table>
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<tr>
<th>Fund Type</th>
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- [ ] Construction on State Letting
- [ ] Construction Local Letting
- [ ] Day Labor
- [ ] Local Administered Engineering
- [ ] Right-of-Way

<table>
<thead>
<tr>
<th>Job Number</th>
<th>Project Number</th>
<th>Job Number</th>
<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td>CJ5G(950)</td>
<td>D-91-290-18</td>
<td>TLA(076)</td>
</tr>
</tbody>
</table>

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

<table>
<thead>
<tr>
<th>Local Street/Road Name</th>
<th>Key Route</th>
<th>Length</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Street</td>
<td></td>
<td>1.0 mi</td>
<td>6.73</td>
<td>7.73</td>
</tr>
</tbody>
</table>

Location Termini: Dodge Avenue to Custer Avenue

**PROJECT DESCRIPTION**

The proposed improvement is a roadway rehabilitation that will improve operations and mobility and create a safer environment to accommodate all roadway users. Intersection safety and traffic signals upgrades will be included.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

- [ ] METHOD A - Lump Sum (80% of LPA Obligation )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

- [ ] METHOD B - Monthly Payments of due by the of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

- [ ] METHOD C - LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.

2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.

5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.

6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.

11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.

12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.

13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

14. Certifies to the best of its knowledge and belief that it's officials:
   a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
   b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
   d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

16. (STATE Contracts). That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Printed 11/07/19   Page 2 of 6   BLR 05310 (Rev. 10/03/19)
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice.
Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, or not later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:
1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

- [x] Location Map
- [x] Division of Cost
- [x] Local Agency Resolution
- [x] GATA Reporting

Add Row
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name) ______________________________________________________

Title of Official

Signature ____________________________ Date ____________

The above signature certifies the agency’s Tin number is ____________________, conducting business as a Governmental Entity.

Duns Number _________________________

State of Illinois

Department of Transportation

Omer Osman P.E., Acting Secretary  Date ____________

By:

Director of Planning & Programming  Date ____________

The above signature certifies the agency’s Tin number is ____________________, conducting business as a Governmental Entity.

Philip C. Kaufmann, Chief Counsel  Date ____________

Chief Fiscal Officer (CFO)  Date ____________

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
## ADDENDA NUMBER 2

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
</tr>
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<tbody>
<tr>
<td>City of Evanston</td>
<td>Cook</td>
<td>17-00281-00-RS</td>
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### Construction

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### Engineering

### Right of Way

### DIVISION OF COST

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<th>Type of Work</th>
<th>Federal Funds</th>
<th>State Funds</th>
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</tr>
<tr>
<td>Participating Construction</td>
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<td>Construction Engineering</td>
<td>STU</td>
<td>$500,000.00</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

### Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* Maximum City of Chicago FHWA (STU) $4,300,000; ** $217,516 Invest in Cook;
* Maximum Evanston FHWA (STU) $2,256,874

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
**Instructions for BLR 05310 - Page 1 of 3**

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

**Local Public Agency**

<table>
<thead>
<tr>
<th>Field</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA</td>
</tr>
<tr>
<td>County</td>
<td>Insert the name of the county in which the LPA is located.</td>
</tr>
<tr>
<td>Section Number</td>
<td>Insert the section number applied to this project.</td>
</tr>
<tr>
<td>Fund Type</td>
<td>Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)</td>
</tr>
<tr>
<td>ITEP, SRTS, HSIP Number</td>
<td>Insert the ITEP, SRTS, HSIP number assigned to this project.</td>
</tr>
<tr>
<td>MPO Name</td>
<td>Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select &quot;N/A&quot;.</td>
</tr>
<tr>
<td>MPO Tip Number</td>
<td>Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert &quot;N/A&quot;.</td>
</tr>
<tr>
<td>Construction on State Letting</td>
<td>Check this box if the construction portion of this project will be on a state held letting.</td>
</tr>
<tr>
<td>Day Labor</td>
<td>Check this box if the project will be constructed using day labor.</td>
</tr>
<tr>
<td>Local Administered Engineering</td>
<td>Check this box if the LPA is administering the engineering locally.</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Check this box if Right-Of-Way is part of the project.</td>
</tr>
</tbody>
</table>

**Construction**

- **Job Number**: Insert the job number assigned for the construction portion, the number will begin with a "C".
- **Project Number**: Insert the project number assigned to the construction portion of this project.

**Engineering**

- **Job Number**: Insert the job number assigned for the engineering portion of this project.
- **Project Number**: Insert the project number assigned to the engineering portion of this project.

**Right-of-Way**

- **Job Number**: Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
- **Project Number**: Insert the project number assigned to the Right-of-Way for the project, if applicable.

**Location**

- **Local Street/Road Name**: Insert the local street/road name.
- **Key Route**: Insert the key route of the street/road listed above.
- **Length**: Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
- **Station**
  - **From**: Insert the beginning station of the project as it pertains to the key route for this location for this project.
  - **To**: Insert the ending station of the project as it pertains to the key route for this location for this project.
- **Location Termini**: Insert the beginning and ending termini as it pertains to this location for this project.
- **Existing Structure Number(s)**: Insert the existing structure number(s) for this project.
Add Location
Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.

Project Description
Insert a description of the work to be accomplished by this project.

Method of Financing
This area is for state-let-contracts only. Check one.
- Method A
  If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
- Method B
  If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
- Method C
  If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda
Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.
1. Location Map
   Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost
   Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution
   For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

Approved

Local Public Agency
The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation
The appropriate IDOT official shall sign and date here.

For Local Let Projects:

1. Location Map
   Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost
   Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

Local Public Agency
The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation
The appropriate IDOT official shall sign and date here.

Division of Cost Table:
When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

   Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
   Lump-sum to be utilized second not to exceed $20,000 EDP funds.
   Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example:
   Maximum STR participation 80% not to exceed $100,000
   Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Page 16 of 32
Instructions for BLR 05310 - Page 3 of 3

**Division of Cost Table:**

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

**Type of Work**
Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.

**Federal Funds**
If federal funds are being used on this project complete the following for federal funds. Choose the type of federal fund type from the drop down.

- **Fund Type**
- **Amount**
- **%**

**State Funds**
If state funds are being used on this project complete the following for state funds.

- **Fund Type**
- **Amount**
- **%**

**Local Public Agency Funds**

- **Fund Type**
- **Amount**
- **%**

**Explanation**
Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

- District file
- Bureau of Local Roads Central Office (2)
EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO, ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF EVANSTON FOR HOWARD STREET FROM SACRAMENTO AVENUE TO WINCHESTER AVENUE/CALLAN AVENUE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION,
AND THE CITY OF EVANSTON FOR
HOWARD STREET FROM SACRAMENTO AVENUE TO WINCHESTER AVENUE/CALLEN AVENUE

CDOT Project No.: S-9-255
City Section No.: 17-00281-00-RS
State Job No.: C-91-188-18
Federal Project No.: CJSG(950)
TIP ID: 02-16-0002

This Intergovernmental Agreement (the “Agreement”), made and entered into this ___
day of __________________, 2019 by and between the City of Chicago, a municipal corporation and
home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of
the State of Illinois (the “City”), acting by and through it Department of Transportation
(“CDOT”), and the City of Evanston, a municipal corporation and home rule unit of local
government under Article VIVV, Section 6(a) of the 1970 Constitution of the State of Illinois
(“Evanston”), collectively referred to as the “Parties” or each a “Party.”

RECITALS

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and
the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may
contract or otherwise associate among themselves, or transfer any power or function, in any
manner not prohibited by law or ordinance; and

WHEREAS, the Parties are “public agencies” within the meaning of the Illinois
Intergovernmental Cooperation Act; and

WHEREAS, the Parties have the power and authority to enter into this Agreement
pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the
1970 Constitution of the State of Illinois; and

WHEREAS, Evanston desires to improve a portion of Howard Street between
Sacramento Avenue and Winchester Avenue/Callan Avenue that lies within its boundaries with
roadway resurfacing, curb and gutter removal and replacement, traffic signal improvements,
and streetscape improvements including lighting, pavers, and landscaping (the “Evanston
Project”); and

WHEREAS, Evanston has received federal Surface Transportation Program (“STP”) grants
totaling $2,256,874 for the construction phase of the Evanston Project; and
WHEREAS, the aforementioned section of Howard Street is partially in the City of Chicago; and

WHEREAS, the City desires to improve the portion of Howard Street between Sacramento Avenue and Winchester Avenue/Call Avenue that lies within its boundaries with roadway resurfacing, curb and gutter removal and replacement, traffic signal improvements, and streetscape improvements including lighting, pavers, and landscaping (the “City Project” and collectively with the Evanston Project, the “Project”); and

WHEREAS, the City wishes for Evanston to complete the City Project and to pay Evanston for the costs associated with the City Project, further identified on the project budget attached as Exhibit A; and

WHEREAS, Evanston shall enter into a Uniform Intergovernmental Grant Agreement (the “UIGA”) with the Illinois Department of Transportation (“IDOT”) in order to let and award a contract (the “Contract”) to a contractor to perform the work for the Project; and

WHEREAS, the Parties which to associate, cooperate, and enter into an intergovernmental agreement to define each Party’s rights and responsibilities in regard to the Project; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledge, it is agreed between the Parties hereto, as follows:

ARTICLE 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2: SERVICES AND FUNDING

2.1 City Project.

(a) All responsibilities of completing the City Project shall be the responsibility of Evanston, including the award of the Contract to a contractor, and no work on the City Project shall begin until the City provides written authorization to proceed.

(b) Plan Review. Evanston shall provide the City with plans, specifications, and estimates (the “PSE”) as needed in order to satisfy all City comments for the City Project. Evanston shall not submit the final PSE for the Project to IDOT without addressing all City comments. City agrees to submit all comments in a timely manner, recognizing Evanston’s desire to meet its projected construction schedule set with IDOT and the contractor.
(c) IDOT Meetings. Evanston shall provide the City with notice of any meeting with IDOT, other governmental agencies, or Chicago elected officials regarding the Project at least five (5) business days prior to the meeting. A City representative shall have the option of attending.

(d) Preconstruction Meeting. Evanston shall provide the City with notice of the preconstruction meeting for the Project at least twenty-one (21) calendar days prior to the meeting or as soon City of Evanston receives notice from IDOT. A City representative shall have the option of attending.

(e) City’s STP Fund Contribution. Upon approval of the PSE by the City or execution of this agreement, whichever is later, the City shall submit a request to the Chicago Metropolitan Agency for Planning to transfer $4,300,000 of the City’s annual Federal STP fund allotment to TIP ID 02-16-0002 for the construction phase of the Project (“City STP Funds”). Evanston shall include the City STP Funds in the UIGA it executes with IDOT for the construction phase of the Project. Requests for reimbursement of the City STP Funds shall be made directly from Evanston to IDOT.

(f) UIGA Submittal to IDOT. Evanston shall not submit the UIGA for the Project to IDOT until confirmation of the transfer of the City STP Funds to TIP ID 02-16-0002 is provided in writing by the Chicago Metropolitan Agency for Planning.

(g) City’s Non-Federal Fund Contribution. The City agrees to reimburse Evanston up to $217,516 of non-federal funds for construction. Evanston may seek reimbursement from the City no more than once each quarter. The City agrees to pay invoices from Evanston within 90 calendar days after receipt as long as project milestones have been met. If documentation submitted by Evanston for reimbursement is deemed by the City as not sufficiently documenting the work completed, the City may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced pursuant to this Agreement. Evanston shall submit all invoices related to the City Project to the City Representative indicated in Article 17.

(h) If final costs related to the City Project are less than the amount provided in this Agreement, Evanston shall cooperate with the City to return the remainder of the City STP Funds to the City’s annual STP allotment.

(i) If costs related to the City Project exceed the amount provided in this Agreement, the Parties agree to review the project budget to narrow the scope or to ascertain funding alternatives. However, if the Parties cannot reach an agreement on how to do so, either Party may terminate this Agreement by providing written notice to the other Party, such termination shall be effective as indicated by Article 6 hereof. Should either Party terminate this Agreement in accordance with this section, Evanston shall cease any further work on the City
Upon termination, Evanston will cooperate with the City to return the unused portion of the City STP Funds to the City’s annual STP allotment. The City will then assume control of the City Project and reserve the right to continue work using proposed project documents and any resources paid for prior to termination.

(j) Construction Progress Meetings and Submittals. The City reserves the right to attend the weekly construction meetings and City representatives shall be notified of the time, date and location of such meetings at least five (5) business days prior to the meeting. The City shall be copied on meeting minutes, schedules, and related correspondence related to the Project. The City reserves the right to make all decisions on the City Project. The City reserves the right to review and approve all shop drawings, product data, and samples related to the City Project.

(k) Inspections. The City, its authorized agents, and the Cook County Department of Transportation and Highways, shall have reasonable rights of inspections (including pre-final and final inspection) during the progress of any construction work on the City Project and elements of the of the Evanston Project which will be maintained by the City after project completion and acceptance. If inspections of materials or workmanship are not to the City’s satisfaction, the City reserves the right to stop work. The City will allow progress to resume once the City deems the deficiencies corrected.

(l) Permits and Other Agency Coordination. Evanston will cause the contractor to be responsible for all required Agency coordination, including obtaining all necessary permits for work on the City Project.

(m) Completion and Notice. Upon substantial completion of the City Project, but prior to issuing a notice of completion for the Project, Evanston will coordinate a walk-through assessment of the City Project with the contractor and representative from both the City and Evanston at a mutually agreed upon date and time. Following completion of the walk-through a punch list will be issued for all deficiencies identified in such walk-through. The punch list items shall be completed and corrected within 30 days of issuance. Evanston will coordinate a final acceptance walk-through of the City Project with the contractor and representative from both the City and Evanston at a mutually agreeable date and time. Final completion and acceptance of the City Project will occur only after the City Representatives determine that all work, including work related to the punch list, is complete.

(n) Warranty. Evanston will cause the contractor to warranty all work furnished under the Contract against defective materials and workmanship, improper performance and non-compliance with the Contract for a period of one year after the date of final completion and acceptance of the work, except as otherwise specifically stated in other parts of the Contract.
Evanston will cause the contractor to provide all manufacturer warranties, final shop drawings, approved submittals, and as-buils upon completion of the City Project.

(o) Restoration. Evanston and its contractor shall be responsible for the repair and restoration, to the satisfaction of the City, of any and all City property which has been damaged or disturbed by Evanston’s construction, maintenance, or repairs of the Project.

2.2 Evanston Project
All responsibilities of completing the Evanston Project, including payment of the costs identified on the project budget in Exhibit A, shall be the responsibility of Evanston. If the costs exceed those identified on Exhibit A, Evanston will be responsible for payment of the excess cost.

2.3 Maintenance. At the end of the term of this Agreement, the City agrees that it is responsible for the maintenance of the City Project and Evanston agrees that it is responsible for the maintenance of the Evanston Project.

ARTICLE 3: TERM

3.1 (a) The term of the Agreement shall commence as of the Effective Date which shall be the last date of signature by one of the Parties hereto and shall expire upon completion of the Project and closeout of the Project with the Federal Highway Administration, or termination of the Agreement according to its terms, whichever occurs first.

(b) Either Party may terminate the Agreement for its convenience, at any time, by providing thirty (30) days notice in writing to the other Party. Upon any termination pursuant to this subpart (b), the Parties agree to cooperate to promptly wind up any current ongoing activities as soon as practicable and in good faith. The City shall reimburse Evanston for any amounts due in connection to the City Project through the date of termination in accordance with Section 2.1(g) herein.

ARTICLE 4: CONSENT

Whenever the consent or approval of a Party to this Agreement is required hereunder, such consent or approval shall be given by the authorized representative of each of the Parties and shall not be unreasonably withheld. The authorized representative for the City shall be the Commissioner of its Department of Transportation, or his or her designee. The authorized representative for Evanston shall be the City Manager, or his or her designee.
ARTICLE 5: NOTICE OF CLAIM OR SUIT

Upon receipt of a notice of claim or suit which in any manner results from, arises out of, or is connected with performance by any Party pursuant to this Agreement, each Party shall use its best efforts to provide timely notice of same to the other Parties and shall fully cooperate in the investigation of said claim or suit.

ARTICLE 6: NOTICE

Notice to Evanston shall be addressed to:
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201
Attention: City Manager

With a copy to:
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201
Attention: Corporation Counsel

Notice to the City shall be addressed to:
Department of Transportation
30 North LaSalle Street, Room 1100
Chicago, Illinois 60602-2570
Attention: Commissioner

With a copy to:
Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic mail; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Provided, any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch.
by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be
deemed received on the day immediately following deposit with the overnight courier and, if
sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in
the mail.

The Project Title and CDOT Project Number, i.e. “Howard Street from Sacramento
Avenue to Winchester Avenue/Callen Avenue, CDOT Project S-9-255” shall be prominently
featured in the heading of all notices, requests, or demands sent hereunder.

ARTICLE 7: ASSIGNMENT; BINDING EFFECT

7.1 This Agreement, or any portion thereof, shall not be assigned by either party
without the prior written consent of the other.

7.2 This Agreement shall inure to the benefit of and shall be binding upon the City
and Evanston, and their respective successors and assigns. This Agreement is intended to be
and is for the sole and exclusive benefit of the Parties hereto and such successors and assigns.

ARTICLE 8: COMPLIANCE WITH LAWS

8.1 The Parties shall comply with all federal, state and municipal laws, ordinances,
rules and regulations relating to this Agreement.

ARTICLE 9: GOVERNING LAW AND SEVERABILITY

9.1 This Agreement shall be governed by the internal laws of the State of Illinois. If
any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperable 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, inoperable 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 hereof.

ARTICLE 10: COUNTERPARTS

10.1 This Agreement may be executed in counterparts, each of which shall be
deemed an original.
ARTICLE 11: ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement executed by all the Parties.

ARTICLE 12: AUTHORITY

12.1 Execution of this Agreement by the City is authorized by Section 2-102-030 of the Municipal Code of the City. Execution of this Agreement by Evanston is authorized by Resolution 119-R-19 adopted by Evanston’s City Council on ____________. Each Party represents and warrants to the other Parties that it has the authority to enter into this Agreement and perform its obligations hereunder.

ARTICLE 13: HEADINGS AND CONSTRUCTION

13.1 The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

13.2 The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE 14: DISCLAIMER OF RELATIONSHIP

14.1 Nothing contained in this Agreement nor any act of any Party shall be deemed or construed by any of the other Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any Party.

ARTICLE 15: NO PERSONAL LIABILITY

No member, official, employee or agent of any Party shall be individually or personally liable in connection with this Agreement.

ARTICLE 16: INSURANCE

16.1 Liability Insurance. Evanston shall require its contractor(s) as applicable to provide the City with the certificates and endorsements of insurance policies in accordance with
the required insurance coverage provisions as per IDOT requirements. The City and its officers, employees, volunteers and agents shall be additional insureds on a non-contributory basis under those policies.

16.2 Performance and Completion Security. Evanston shall require its construction contractor(s) as applicable to include the City as a beneficiary of a performance bond and a labor and materials payment bond securing proper completion of the City Project for an amount equal to or greater than the costs to complete the City Project.

ARTICLE 17: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement:

For Evanston:
David Stoneback
Director of Public Works Agency
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Telephone: 847.448.8213
Email: dstoneback@cityofevanston.org

For the City:
Lubica Benak, Project Director
CDOT Division of Project Development
30 N. LaSalle St., Ste. 500
Chicago, IL 60602
Telephone: 312.742.2837
Email: Lubica.Benak@cityofchicago.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, fax number and email address of the representative for such Party for the purpose hereof.

ARTICLE 18: COOPERATION

The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to preserve and assert any claims that the Parties, individually or jointly, may have against a contractor performing work that is subject to the terms of this Agreement.
ARTICLE 19: DEFAULT AND REMEDY

In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) business days from receipt of the notice to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within ten (10) business days, the party alleged to be breach shall not be held in default so long as it commences a cure in the ten (10) business day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

ARTICLE 20: AMENDMENTS

No changes, amendments, modifications or discharge of this Agreement, or any part of it, are valid unless in writing and signed by the authorized agents of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, by and through its Department of Transportation

By: ________________________________
    Thomas Carney
    Acting Commissioner
    Department of Transportation

Date ______________________, 2019

City of Evanston

By: ________________________________
    Erika Storlie
    Interim City Manager

Date ______________________, 2019
### EXHIBIT A
**BUDGET TABLE**

Howard Street from Sacramento Avenue to Winchester Avenue/Callen Avenue  
CDOT Project No.: S-9-255

<table>
<thead>
<tr>
<th></th>
<th>Federal Surface Transportation Program (STP)</th>
<th>Non-Federal Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>City of Evanston</td>
<td>$2,256,874</td>
<td>52%</td>
<td>$2,089,384</td>
</tr>
<tr>
<td>City of Chicago</td>
<td>$3,800,000</td>
<td>100%</td>
<td>$-</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$6,056,874</td>
<td>74%</td>
<td>$2,089,384</td>
</tr>
</tbody>
</table>

**Non-Federal Eligible Construction**

|                      | $                                        | %                 | $       |
| City of Evanston     | -                                        | 0%                | $2,053,762 | 100%    | $2,053,762 |
| City of Chicago      | -                                        | 0%                | $217,516  | 0%      | $217,516   |
| Subtotal             | -                                        | 0%                | $2,271,278 | 100%    | $2,271,278 |

**Construction Engineering**

|                      | $                                        | %                 | $       |
| City of Evanston     | $500,000                                 | 100%              | $500,000 | 100%    | $500,000   |
| City of Chicago      | -                                        | 0%                | -       | 0%      | -          |
| Subtotal             | $500,000                                 | 50%               | $500,000 | 50%     | $1,000,000 |

**Total Construction & Engineering**

|                      | $                                        | %                 | $       |
| City of Evanston     | $2,256,874                                 | 52%               | $4,643,146 | 67%     | $6,900,020 |
| City of Chicago      | $4,300,000                                 | 67%               | $217,516  | 5%      | $4,517,516 |
| Subtotal             | $6,556,874                                 | 50%               | $4,860,662 | 43%     | $11,417,536 |
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paulina Martinez, Assistant to the City Manager
CC: Johanna Leonard, Community Development Director, Paul Zalmezak, Economic Development Manager
Subject: Ordinance 159-O-19 “Establishing Special Service Area No. 7 in the City of Evanston”
Date: November 25, 2019

Recommended Action:
Staff recommends the adoption of Ordinance 159-O-19, “Establishing Special Service Area No. 7 in the City of Evanston”, which is intended to provide marketing as well as aesthetic and streetscape improvements such as signage, lighting, landscaping, and holiday decorations for the commercial corridors Central Street (Hartrey Ave. to Eastwood Ave.) and Green Bay Road (Lincoln St. to Isabella St.). The ordinance establishes the geographic boundaries, duration, and tax cap for the Special Service Area (SSA).

Council Action:
For Introduction

Summary:
The proposed SSA No. 7 encompasses 89 PINS within a contiguous area along Central Street Avenue between Hartrey Avenue and Eastwood Avenue, including Green Bay Road between Lincoln Street and Isabella Street (see attached map). The SSA boundaries were determined by the need to create a contiguous district, taking care to exclude residential property PINs where possible.

SSA No. 7 will remain in place for ten (10) years from the date of its adoption. For the duration of its ten-year period, the tax cap will be set at 0.35% of EAV. Each year the City, in coordination with the SSA, will adopt a levy for the following year with the goal of obtaining an annual budget of approximately $155,000 to support the provision of services such as marketing, business development, and the installation and maintenance of public way improvements within the district. The levy for each year will never exceed 0.35%, based on the tax cap established in the enacting ordinance.
Attachments:
159-O-19 Establishment of SSA #7 East Central Street
Signed Application Letter
AN ORDINANCE

Establishing Special Service Area Number 7 in the City of Evanston

WHEREAS, the City of Evanston, Illinois is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois which said Constitution in Section 6(a) thereof grants unto the City of Evanston as Home Rule unit of government the power to tax; and

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, on September 23, 2019, the City Council of the City of Evanston adopted Ordinance 107-O-19 proposing the establishment of Special Service Area Number 7 ("SSA No. 7") in the City of Evanston, Illinois and providing for a public hearing and other related procedures,

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

SECTION 1: Incorporation of recitals. The recitals of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2: The notices of public hearing were published in the Evanston Review and mailed in conformity with the Special Service Area Tax Law and
all interested persons were given the opportunity to be heard at the public hearing on November 25, 2019 at 7:15 p.m. in the City Council Chambers of the City of Evanston.

SECTION 3: Services to be provided by the SSA include marketing as well as aesthetic and streetscape improvements including signage, lighting, landscaping, and holiday decorations. The SSA Boundaries were determined by the need to create a contiguous district, taking care to exclude residential property PINs where possible.

SECTION 4: The permanent tax index numbers of all parcels located within the area of the proposed SSA No. 7 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the proposed SSA No. 7 is attached to and incorporated herein by reference as Exhibit 2.

SECTION 5: The annual tax levy shall not exceed 0.35% for the duration of the ten (10) year SSA period.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Complied Statues and the courts of the State of Illinois.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect.
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019

Adopted: ________________, 2019

Approved: __________________________, 2019

____________________________________
Stephen H. Hagerty, Mayor

Attest: ____________________________

Approved as to form:

____________________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area #7
East Central Street District, Evanston, Illinois

BEING THOSE PARTS OF SECTION 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF CENTRAL STREET AND THE WEST RIGHT OF WAY OF HARTREY AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF CENTRAL STREET AND THE EAST LINE OF HARTREY AVENUE;
- THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 22 OF STEWART’S RESUBDIVISION OF BLOCK’S 22, 24 AND 26 OF NORTH EVANSTON (RECORDED APRIL 23, 1880 DOCUMENT NUMBER 268048) SAID CORNER BEING 238 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF CENTRAL STREET AND THE WESTERLY LINE OF STEWART AVENUE;
- THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE WESTERLY LINE OF STEWART AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE EASTERLY LINE OF STEWART AVENUE AND THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LIVINGSTON STREET TO THE WESTERLY LINE OF ALLEY EAST OF STEWART AVENUE;
- THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF ALLEY TO IT INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTHERLY LINE OF ALLEY TO THE WESTERLY LINE OF PRAIRIE AVENUE;
- THENCE CONTINUING EASTERLY ALONG THE EXTENSION OF SAID SOUTHERLY LINE OF ALLEY TO THE EASTERLY LINE OF PRAIRIE AVENUE;
- THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF PRAIRIE AVENUE TO THE NORTHERLY LINE OF LOT 14 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (RECORDED APRIL 17, 1874 DOCUMENT NUMBER 150939);
• THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTH WESTERLY CORNER OF SAID LOT 14;
• THENCE NORTHWesterLY ALONG THE WESTERLY LINE OF LOTS 1 TO 9 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (DOCUMENT NUMBER 150939 RECORDED APRIL 17, 1874), TO THE SOUTHERLY LINE OF LIVINGSTON STREET;
• THENCE NORTHWesterLY TO THE INTERSECTION OF THE NORTHERLY LINE OF LIVINGSTON STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTHWesterLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTHERLY LINE OF JENKS STREET;
• THENCE NORTHWesterLY TO THE INTERSECTION OF THE NORTHERLY LINE OF JENKS STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTHWesterLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTH LINE OF ISABELLA STREET;
• THENCE EAST ALONG THE SOUTH LINE OF ISABELLA STREET TO THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR;
• THENCE SOUtheASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR TO THE ITS INTERSECTION WITH THE SOUTHWesterLY EXTENSION OF THE NORTHWesterLY LINE OF LOT 11 IN BLOCK 33 IN C. L. JENK'S REsSUBDIVISION OF BLOCKS 27, 28, 32, 33 AND 37 OF NORTH EVANSTON (RECORDED MARCH 8, 1875 DOCUMENT NUMBER 16886);
• THENCE NORTHEASTERLY TO THE NORTHWesterLY CORNER OF SAID LOT 11, SAID CORNER BEING 193.5 FEET NORTHWesterLY ALONG THE EASTERLY LINE OF RAILROAD AVENUE AND ITS INTERSECTION WITH THE WEST LINE OF BROADWAY AVENUE;
• THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO THE WEST LINE OF BROADWAY AVENUE;
• THENCE SOUTH ALONG SAID WEST LINE OF BROADWAY AVENUE TO ITS INTERSECTION WITH THE EASTERLY LINE OF EAST RAILROAD AVENUE;
• THENCE EAST TO THE EAST LINE OF BROADWAY AVENUE;
• THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
• THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EASTWOOD AVENUE;
• THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF EASTWOOD AVENUE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
• THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE NORTH EAST CORNER OF LOT 5 (EXCEPT THE WEST 16 FEET THEREOF) IN BLOCK 36 IN NORTH EVANSTON (RECORDED APRIL 17, 1874 DOCUMENT 150939), SAID CORNER BEING 200 FEET EAST OF EASTWOOD AVENUE;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF CENTRAL STREET;
THENCE SOUTH TO THE SOUTH LINE OF CENTRAL STREET;
THENCE WEST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE NORTH EAST CORNER OF LOT 1 IN BLOCK 8 OF NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939), SAID CORNER BEING 60 FEET EAST OF THE EAST LINE OF EASTWOOD AVENUE;
THENCE SOUTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE EAST LINE OF EASTWOOD AVENUE;
THENCE NORTH ALONG THE EAST LINE OF EASTWOOD AVENUE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF EASTWOOD AVENUE AND ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG NORTH LINE OF SAID ALLEY TO THE EAST LINE OF RAILROAD AVENUE;
THENCE WEST TO THE EASTERLY RIGHT OF WAY LINE OF C & N.W. RR;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF C & N.W. RR TO THE NORTH LINE OF SIMPSON STREET;
THENCE WEST ALONG THE NORTH LINE OF SIMPSON STREET TO THE WESTERLY RIGHT OF WAY LINE OF C & N.W. RR;
THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF C & N.W. RR TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 9 (EXCEPT THE NORTHERLY 38 FEET OF THE WESTERLY 70 FEET OF SAID LOT 9) IN BLOCK 16 NORTH EVANSTON (RECORDED FEBRUARY 17, 1874);
THENCE SOUTHWESTERLY TO THE SOUTH EAST CORNER OF SAID LOT 9, SAID CORNER BEING 450 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF GREEN BAY ROAD AND THE SOUTHERLY LINE OF HARRISON STREET;
THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9 TO THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
THENCE NORTHWESTERLY ALONG EASTERLY LINE OF SAID ALLEY TO THE SOUTH EAST CORNER OF LOT 2 (EXCEPT THE NORTH 30 FEET THEREOF OF THE WEST 40 FEET THEREOF) IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874) BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE EAST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874), BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 18 A DISTANCE OF 120 FEET;
• THENCE NORTWESTERLY AND PARALLEL WITH THE EAST LINE OF PRAIRIE AVENUE TO THE SOUTH LINE OF HARRISON STREET;
• THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF HARRISON STREET TO THE WESTERLY LINE OF ALLEY WEST OF GREEN BAY RD;
• THENCE NORTWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF HARRISON STREET AND THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTWESTERLY ALONG SAID WEST LINE OF ALLEY TO THE SOUTH EASTERN CORNER OF LOT 1 IN RANDLEV'S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029);
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOTS 1, 2, 3, 4 AND 13 IN RANDLEV'S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029) TO THE EASTERLY LINE OF PRAIRIE AVENUE;
• THENCE WES TERLY TO THE INTERSECTION OF THE WEST LINE OF PRAIRIE AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 18 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939) BEING 70 FEET EAST OF THE EAST LINE OF HARTREY AVENUE;
• THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 80 FEET TO A POINT 70 FEET SOUTH OF THE SOUTH LINE OF CENTRAL STREET;
• THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL STREET TO THE EAST LINE OF HARTREY AVENUE;
• THENCE WEST TO THE INTERSECTION OF THE WESTERLY LINE OF PIONEER ROAD AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY A DISTANCE OF 50 FEET TO THE SOUTH WEST CORNER OF LOT 1 IN BLOCK 1 IN HARTREY'S ADDITION TO THE NORTH EVANSTON (RECORDED MAY 6, 1872);
• THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF CENTRAL STREET;
• THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

05343120370000, 05343250190000, 05343250200000, 05344170210000, 05344170220000, 05344170230000, 05344170250000, 05344220010000, 05344220020000, 05344220130000, 05344220140000, 05344220150000, 05344220160000, 05344220170000, 05344220180000, 05344230150000, 05344230160000, 05344230170000, 05344230180000, 05344230190000, 05344230200000, 05344230210000, 05344230220000, 05344230240000, 05344230250000, 05344230260000, 05344230290000, 05344230300000, 05344230310000, 05344240120000, 05344240130000, 05344240140000, 05344270140000, 05344270150000, 05344270160000, 05344270170000, 05344270230000, 05344270250000, 05344270270000, 05344270300000, 05344280070000, 05344280080000, 05344280100000, 10121010400000, 10121030010000, 10121030030000, 10121030050000, 10121030060000, 10121030070000, 10121030090000, 10121030100000, 10121030120000, 10121030270000, 10121030300000, 10121030310000, 10121030320000, 10121030380001, 10121030380002, 10121030460000, 10121040030000, 10121040040000, 10121040050000, 10121040060000, 10121040070000, 10121040080000, 10121040090000, 10121040100000, 10121040120000, 10121040130000, 10121040140000, 10121040150000, 10121040160000, 10121040180000, 10122000040000, 10122000080000, 10122000120000, 10122000130000, 10122000140000, 10122000160000, 10122000230000, 10122000240000, 10122000250000, 10122000260000, 10122000270000, 10122000280000, 10122010010000, 10122010020000, 10122010030000, 10122010040000, 10122010050000, 10122010060000, 10122010180000, 10122030010000, 10125000010000
EXHIBIT 2

SPECIAL SERVICE AREA PROPOSED MAP
September 12, 2019

Hon. Steve Hagerty
Mayor
City of Evanston
2100 Ridge Road
Evanston, IL 60201

RE: Application for the Designation of the West Central Street and East Central Street Special Service Areas to the City of Evanston

Dear Mayor Hagerty:

On behalf of the Central Street SSA Steering Committee and Central Street Business Association, a not-for-profit corporation, we are pleased to submit this Application and Feasibility Study regarding the establishment of two Special Service Areas (SSAs): the West Central Street SSA and the East Central Street SSA.

On October 12, 2017, the Central Street Business Association submitted a petition signed by twenty-nine businesses in support of a feasibility study to explore the designation of a Special Service Area on Central Street. The City of Evanston’s Economic Development Committee directed staff to issue an RFP to study the feasibility of creating an SSA at their July 25, 2018 meeting. Teska Associates was selected as the consultant for the SSA designation.

We are proud of the outreach that was conducted that demonstrated the support of businesses and property owners for the designation of the SSA. Over an eight-month period, six meetings were held with local merchants and the Central Street SSA Steering Committee as well as two community meetings and one 7th Ward Presentation. A mailing was sent to all taxpayers informing them of the two community meetings.

Over the course of this outreach, the Steering Committee decided to recommend two SSA’s that would be focused on the commercial areas of Central Street and exclude residential blocks as well as condominiums located above the ground floor.

The approximate boundaries for the West Central SSA would be Central Park Ave on the west and Ewing Ave. on the East, while the boundaries for East Central St. SSA would be Hartrey Ave. on the west, Eastwood Ave. on the east, Isabella St. on the north and (for the railroad property only) Simpson St. on the south. Detailed maps are provided in the Central Street SSA Feasibility Study. Property Index Number (PIN) lists and legal descriptions for each proposed SSA are also included in the Feasibility Study.
On July 31, 2019, the Central Street SSA Steering Committee voted unanimously to recommend designation of the West Central Street SSA and East Central Street SSA to the City of Evanston. We believe that the SSAs will provide important services and enhancements to foster growth of small and local businesses that are located in each district and that serve all of the residents of Evanston and neighboring areas.

The SSAs are intended to provide special services to support the district including professional staffing; marketing and promotion; events and programming; beautification, landscaping and maintenance; and art and culture.

The estimated funding required to provide needed services in 2020 would be $59,108 for the West Central SSA and $157,993 for the East Central SSA.

Thank you for your consideration of the designation of the West Central Street SSA and East Central Street SSA districts. The City is a valuable partner to local businesses and we look forward to continuing to work with the City of Evanston.

Sincerely,

John Kim
Backlot Coffee, 2006 Central St., Evanston, IL 60201

Dale Bradley
Raymond James, 3000 Central St., Evanston, IL 60201
To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paul Zalmezak, Economic Development Manager
CC: Johanna Leonard, Community Development Director
Subject: Ordinance 161-O-19 Authorizing the Termination of Special Service Area #4 and the Re-establishment of the Special Service Area as Special Service Area #9 in the City of Evanston
Date: November 25, 2019

Recommended Action:
Staff recommends adoption of Ordinance 161-O-19, authorizing the termination of Special Service Area (SSA) #4 and the Re-establishment of the Special Service Area as Special Service Area #9 (Downtown Evanston).

Council Action:
For Introduction

Summary:
Staff recommends adoption of Ordinance 161-O-19, “Authorizing the Termination of Special Service Area #4 and the Re-establishment of the Special Service Area as Special Service Area #9 in the City of Evanston.” Because of changes to SSA boundary (additional PINs and the removal of a PIN), Cook County requires that the original SSA (SSA #4) be terminated, and a new SSA (SSA #9) be established.

The re-established SSA #9 is located in the downtown Evanston business district. SSA #4 encompasses 215 PINS bound by Emerson on north, Ridge on west, Chicago Avenue on east and Grove on south. The area is comprised of commercial and mixed use properties and focused primarily on the inclusion of properties that include ground floor commercial uses.

SSA #9 is proposed for the purpose of providing a source of funds for business district activities that are proposed to include within the SSA boundaries, but are not limited to landscaping, installation of holiday decorations, public-way aesthetic improvements, wayfinding signage, and advertising and marketing of the business district. All the described services are unique and in addition to services generally provided by the City. The ordinance
establishes the geographic boundaries, duration, and tax cap for the Special Service Area (SSA).

SSA #9 will remain in place for fifteen years from the date of its adoption. The proposed tax levy for the Special Service Area is an amount not to exceed a rate of .2460% of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for indefinite period of time from and after the date of the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 et seq).

Because SSA taxes are collected by the City through property tax billing, Downtown Evanston will invoice the City twice annually, after winter and summer tax collections. Downtown Evanston proposes to levy at the 0.1770% rate in order to collect the $592,666. Downtown Evanston’s proposed budget for 2020 is $630,666 (the levy + NU contribution + additional income). Downtown Evanston may request an annual levy up to the maximum rate specified in the ordinance (.2460%) establishing the Special Service Area for the cost of services described above as said services become necessary and are provided by the City. If Downtown Evanston were to levy at the maximum rate of .2460%, it would generate an estimated $823,705 (based on current EAV) annually.

Legislative History:
The required Public Hearing per State of Illinois (35 ILCS 235/) Special Service Area Tax Act is scheduled for 11/25/2019 at 7:15pm.

Attachments:
Ordinance 161-O-19 Termination of SSA#4 Reestablished as SSA#9
EVMARK (DBA DOWNTOWN EVANSTON) Agreement
AN ORDINANCE

Authorizing the Termination of Special Service Area Number 4 and the Reestablishment of the Special Service Area as Special Service Area Number 9 in the City of Evanston

WHEREAS, the City of Evanston, Illinois is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois which said Constitution in Section 6(a) thereof grants unto the City of Evanston as Home Rule unit of government the power to tax; and

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(I) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the “Act”) and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, special service areas are established pursuant to the Act and pursuant to the Property Tax Code (35 ILCS 200/1-1 et seq.); and

WHEREAS, on August 10, 1987, pursuant to Ordinance 46-O-87, the City Council of the City of Evanston (“City”) enacted an ordinance (the “Establishment Ordinance”) which established an area known and designated as Special Service Area Number 4 (the “SSA Area”) and authorized the levy of an annual tax, for the period beginning in tax year 1988 (the “Original Levy Period”), not to exceed the lesser of annual rate of 0.28% of the equalized assessed value of the taxable property therein (the “Original Services Tax”) or $250,000 to provide certain services in and for the SSA.
Area in addition to the services provided by the City of Evanston generally (the “SSA No. 4”). By terms of the ordinance, Special Service Area No. 4 was terminate in 1987; and

WHEREAS, on June 22, 1992, pursuant to Ordinance 47-O-92, did extend SSA No. 4 in the SSA Area described in Exhibit 1 for an additional 5 years to terminate in 1997; and

WHEREAS, on January 13, 1997, pursuant to Ordinance 116-O-96, SSA No. 4 was to terminate in 1997 and was extended another 10 years to terminate in 2007; and

WHEREAS, on July 9, 2007, pursuant to Ordinance 67-O-07, SSA No. 4 was to terminate in 2007 and was extended another 12 years, months and will terminate on December 31, 2019, if the SSA No. 4 is not extended once more; and

WHEREAS, on September 23, 2019, the City Council of the City of Evanston adopted Ordinance 109-O-19 proposing the extension of SSA No. 4 in the City of Evanston, Illinois and providing for a public hearing and other related procedures on November 25, 2019,

WHEREAS, THE City Council determines (a) that it is in the best interests of the City of Evanston to (i) terminate the authorization of the levy of the SSA No. 4, (ii) reestablish an area to be known and designated as SSA No. 9 with reconstituted boundaries (the “Area”) and the extension of the special services provided by SSA No. 4, and (iii) authorize a special annual services tax (the “Services Tax”) for a period of ten (10) years within the Area for the provision of special services as set forth herein; (b)
that the Area is contiguous; and (c) that the proposed Special Services are in addition to municipal services provided by the City of Evanston generally; and

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

SECTION 1: Incorporation of recitals. The recitals of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2: The notices of public hearing were published in the Evanston Review and mailed in conformity with the Special Service Area Tax Law and all interested persons were given the opportunity to be heard at the public hearing on November 25, 2019 at 7:15 p.m. in the City Council Chambers of the City of Evanston.

SECTION 3: Services to be provided by the SSA include marketing as well as aesthetic and streetscape improvements including signage, lighting, landscaping, and holiday decorations. The Area was determined by the need to create a contiguous district, taking care to exclude residential property PINs where possible.

SECTION 4: The permanent tax index numbers of all parcels located within the area of the proposed SSA No. 9 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the reestablished SSA No. 9 is attached to and incorporated herein by reference as Exhibit 2.

SECTION 5: The annual tax levy shall not exceed 0.2460% for the duration of the ten (10) year SSA period.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Complied Statutes and the courts of the State of Illinois.
SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019
Adopted: ________________, 2019

Approved:
___________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area #9
Downtown Evanston, Evanston, Illinois

That part of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian bounded and described as follows:

Beginning at the intersection of the South line of Emerson Street and the East line of Ridge Avenue; thence East along the South line of Emerson Street to the west line of Maple Avenue; thence South along the West line of Maple Avenue to the South line of University Place extended; thence East along the South line of University Place and its extension to the East line of Lot 1 in Ivy Court Subdivision recorded as document number 98373123 extended; thence North along said East line and its extension to the Southeast line of Elgin Road; thence Southeast, along said Southeast line of Elgin Road to the West line of Benson Avenue; thence North along the West line of Benson Avenue to the South line of Emerson Street; thence East, along the South line of Emerson Street to the West line of Lot 4 in Block 6 in the Village of Evanston; thence South along the West line of said Lot 4 to the North line of the South Half of said Lot 4; thence East along the North line of the South Half of said Lot 4 to the East line of Lot 4; thence South along the East line of said Lot 4 to the North line of University Place; thence West along the North line of University Place to the Northeast line of Elgin Road; thence Southwesterly to the intersection of the South line of University Place and the Southwesterly line of Elgin Road; thence Southeasterly along the Southwesterly line of Elgin Road to the West line of Sherman Avenue; thence Southeasterly to the intersection of the East line of Sherman Avenue and the Southwest line of Elgin Road; thence Southeasterly along the Southwesterly line of Elgin Road to the intersection of the South line of Clark Street and the Northeasterly line of Orrington Avenue; thence Southwesterly along the Northeasterly line of Orrington Avenue to the extension of the North line of Lot 8 in Block 15 in said Village of Evanston; thence Southeasterly along said North line of Lot 8 to the Southeast line of the Northerly-Southerly alley in said Block 15; thence Northeasterly along said Southeast line of said alley to a line 11 feet Northeasterly of and parallel with the Northeast line of Lot 14 of said Block 15; thence Southeasterly along said parallel line to the Southeasterly line of Chicago Avenue; thence Northeasterly along the Southeasterly line of Chicago Avenue to the Southerly line of Clark Street; thence Southeasterly along the Southerly line of Clark Street to the Westerly line of the Northerly-Southerly alley; thence Southwesterly along said Westerly line of said alley to the North line of Church Street; thence Southwesterly to the intersection of the South line of Church Street and the Westerly line of the Northerly-Southerly alley in Block 20 in said Village of Evanston; thence Southwesterly along said Westerly line of said alley to an intersecting point with the extended South line of lot 11 in aforesaid Block 20; thence Southeasterly along said South line of Lot 11 to the Westerly line of Hinman Avenue; thence Southwesterly along said Westerly line of Hinman Avenue to the South line of Lot 2 in Block 26 of said Village of Evanston;
thence Northwesterly along the South line of said Lot 2 to a point on the West line of the Northerly-Southerly alley in said Block 26; thence Southwesterly along said West line to a line 18 feet Southwest of and parallel with the North line of Lot A of the Plat of Consolidation of lots 7 and 8 in said Block 26; thence Northwesterly along said parallel line to a line 100 feet Northwest of and parallel with said west line of alley; thence Southwesterly, along a line 100 feet Northwesterly and parallel with the West line of said alley to the North line of Grove Street; thence Northwesterly along said North line of Grove Street to its intersection with the west line and its extension of the North-South alley in Block 29 in said Village of Evanston; thence South along said West line and it extension to the North line of Lake Street; thence West along the North line of Lake Street to the East line of Elmwood Avenue; thence North along the East line of Elmwood Avenue to its intersection with the extension of the North line of the East-West alley in Block 53 in said Village of Evanston; thence West along said North line and its extension to the East line of Maple Avenue; thence North along the East line of Maple Avenue to the South line of Grove Street; thence Northwesterly to the intersection of the East line of Maple Avenue and the North line of Grove Street; thence West along the North line of Grove Street to the East line of Oak Avenue; thence North along the East line of Oak Avenue to its intersection with the South line and its extension of Lot 6 in Block 61 in said Village of Evanston; thence West along said South line and its extension to the East line of the North-South alley in said Block 61; thence North along said East line to the South line of Davis Street; thence North to the intersection of the North line of Davis Street and the East line of the North-South alley in Block 68 in Village of Evanston; thence North along the East line of said alley to the South line of the East-West alley in said Block 68; thence East along said South line and its extension to the East line of Oak Avenue; thence North along the East line of Oak Avenue to the South line of Church Street; thence North to the intersection of the North line of Church Street and the East line of Oak Avenue; thence North along the East line of Oak Avenue to the Southwesterly right of way of the Chicago and Northwestern Railway; thence Northwesterly along said right of way to the Easterly line of Ridge Avenue; thence Northeasterly to the point of beginning all in Cook County, Illinois.

PROPERTY INDEX NUMBERS:
11181120030000, 11181120040000, 11181120050000, 11181120060000, 11181120080000, 11181120090000, 11181120110000, 11181120120000, 11181120130000, 11181120140000, 11181120210000, 11181120220000, 11181120230000, 11181120240000, 11181120250000, 11181120300000, 11181120320000, 11181120390000, 11181120400000, 11181120410000, 11181120420000, 11181120430000, 11181120440000, 11181120450000, 11181120460000, 11181130070000, 11181130080000, 11181130090000, 11181140010000, 11181140100000, 11181170050000, 11181170060000, 11181170080000, 11181170090000, 11181170130000, 11181170158001, 11181170160000, 11181180058001, 11181180058002, 11181180058003, 11181180088001, 11181180088025, 11181180088028, 11181180088035, 11181180088036, 11181180100000, 11181190340000, 11181190371001, 11181190371002, 11181190371003, 11181190371004, 11181190388001, 11181190388007, 11181190388020, 11181200020000, 11181230110000, 11181230120000, 11181250050000, 11181250140000, 11181250150000, 11181250160000, 11181260020000, 11181260030000, 11181260040000, 11181260050000, 11181260070000, 11181260110000, 11181260140000, 11181260150000, 11181260160000, 11181260178001, 11181260178002, 11181260180000, 11181260200000, 11181270020000, 11181270030000, 11181270040000, 11181270050000, 11181270090000, 11181270100000,
Agreement for Special Service Area #9

between

the City of Evanston

and

EvMark (dba Downtown Evanston)

Effective January 1, 2020 through December 31, 2024
ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement
8.02 Counterparts
8.03 Amendments
8.04 Compliance with All Laws
8.05 Compliance with ADA and Other Accessibility Laws
8.06 Assigns
8.07 Severability
8.08 Interpretation
8.09 Miscellaneous Provisions
8.10 Contractor Affidavit
8.11 Governing Law and Jurisdiction

ARTICLE 9 NOTICES

EXHIBIT 1
EXHIBIT 2
EXHIBIT 3
EXHIBIT 4
EXHIBIT 5
AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 4

This Agreement for Special Service Area Number 4, governing the management of Special Service Area Number, is entered into by and between EvMark (dba Downtown Evanston), an Illinois not-for-profit corporation (“Contractor”), and the City of Evanston (“City”), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, after petition by stakeholders within the Area (as defined herein below), the City Council of the City of Evanston (“City Council”) has established a special service area known and designated as "Special Service Area Number 4" (“Area”), to provide for special services in addition to those services provided generally by the City (“Special Services”). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 0.2460% of the equalized assessed value of all properties within the Area (“Service Tax”), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the stakeholders within the Area voted to establish a board of directors serving on a volunteer basis to manage the use of Service Tax Funds (as defined herein below) and provision of services within the Area; and

WHEREAS, the board of directors elected as described above shall manage such use of Service Tax Funds and provision of such services through the Contractor; and

WHEREAS, the Contractor and the City therefore desire to enter into this Agreement to provide for the management of both the use of Service Tax Funds and provision of Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to manage both such uses to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DEFINITIONS
The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Agreement for Special Service Area Number 4, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

“City Manager” means the City Manager or his/her designee of the City Manager’s Office or a duly authorized representative of the City Manager.

"City Manager's Office" means the City of Evanston City Manager’s Office.

"Construction" means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Evanston business calendar.

"Establishment Ordinance” means Ordinance 109-O-19, enacted by City Council on December 9, 2019 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447/1 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds", also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the
provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall manage during the term of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The City Manager reserves the right to require the Contractor to require from any Subcontractor revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, and do not affect the maximum compensation. The Contractor shall manage the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the City Manager in consultation with the Contractor, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the City of Evanston Corporation Counsel, if any, pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall oversee that all Services required are managed with that degree of skill, care and diligence normally shown by a contractor responsible for management of services of a scope, purpose and magnitude comparable with the nature of the Services to be managed hereunder. The Contractor shall at all times use every reasonable effort on behalf of its stakeholders and the City to assure timely and satisfactory rendering and completion of its Subcontractors’ Services.

The Contractor shall act in the best interests of its stakeholders and the City at all times, consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall manage all Services in accordance with the terms and conditions of this Agreement. The Contractor shall furnish efficient business administration and supervision to render and complete the management of Services at reasonable cost.

The Contractor shall assure to the best of its knowledge that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.
Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility to require of its Subcontractors the professional and technical accuracy of their Services. This provision in no way limits the City's rights against Contractor or Contractor’s Subcontractors, as may be appropriate, either under this Agreement, at law or in equity.

3.03 Support Staff

The Contractor agrees that it shall hire its own qualified support staff member(s) (“Support Staff”) who shall assist with the following types of projects, including but not limited to: managing requests for proposals and bids for SSA services and preparing agendas and packet materials for SSA board meetings. Contractor and City acknowledge that the Support Staff is deemed personnel of the Contractor and not the City during the term of this Agreement. Support Staff shall serve Contractor in support of Contractor’s best interests.

3.04 Nondiscrimination

A. Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor manages and those its Subcontractors provide under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor manages and those its Subcontractors provide under this Agreement must comply with the Evanston Human Rights Ordinance, Section 1-20-1 et seq. of the Municipal Code of the City of Evanston (2012), as amended, and all other applicable City ordinances and rules.

B. Subcontractors

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein, and such other insurance provisions as may be required in the reasonable judgment of the City of Evanston Corporation Counsel. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, and such other insurance provisions as may be required in the reasonable judgment of the City of Evanston Corporation Counsel. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The City of Evanston Corporation Counsel may waive or reduce any of the insurance requirements set forth herein.
3.06 Indemnification

A. General Provisions

On written notice from the City of Losses the City reasonably believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. Definitions

For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Evanston, its officials, agents, and employees.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement caused directly by the Contractor in its performance hereunder. The term "Losses" as used in this Section 3.06 shall expressly not include losses arising out of actions, or lack thereof, of the City or its Indemnitees.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. The Contractor and subcontractor are independent contractors of the City. Neither the Contractor or City, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, joint venture, agency, fiduciary, or employment relationship between the Contractor and City.

D. The City has the right, at its option and at its own expense, to participate in the
defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the City Manager promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt such financial controls, including, without limitation, the employment of a fiscal agent approved by the City Manager, as determined by the City Manager in his or her sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor shall furnish the City Manager with an annual report, to be provided by the end of the Contractor’s fiscal year, and as may be requested by the City Manager relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City are public records of the City pursuant to the Illinois Freedom of Information Act (“FOIA”), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within seventy-two (72) hours of the notice.

THE CONTRACTOR SHALL NOT COMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the city detailed records
supporting the Contractor’s allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the City Manager within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements of the City Manager shall constitute an event of default under the Agreement. If such event of default is not corrected to the City’s satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an “audited period.” If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor’s not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City’s costs of collection,
including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations of management under this Agreement or any part hereof, unless otherwise provided for herein or with the express written consent of the City Manager, provided that the City and Contractor understand and agree that Contractor shall subcontract for provision of Special Services in the Area, and such subcontracts shall not be subject to the City Manager’s consent, written or otherwise if the subcontract amount is in the amount of twenty-five thousand dollars ($25,000.00) or less. For subcontract and/or single expenditure amounts that exceed twenty-five thousand dollars ($25,000.00), the Contractor shall submit documentation in support of the subcontract agreement or expenditure approval to the City Manager or his/her designee. The City shall have fifteen (15) business days upon receipt of the supporting documentation to review and approve or deny the subcontract agreement. If the City does not provide the Contractor with its final decision as to a subcontract and/or single expenditure, the subcontract and/or expenditure, respectively, shall be deemed approved by default upon the expiration of fifteen business (15) days. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the City Manager consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm’s employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the City Manager with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations
If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its employees, its Subcontractors’ employees, as well as City employees and the public.

If the Contractor engages in Construction, Contractor shall report to the City of any damage on, about, under or adjacent to City property or the property of third persons resulting from Contractor's performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed $100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the City a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in a form accepted and approved by the City.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2020 ("Effective Date") and shall continue through December 31, 2024, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 PAYMENT

5.01 Basis of Payment

The payment that the Contractor will be paid under this Agreement annually is the amount of Service Tax Funds actually collected for the preceding tax year. Payment shall only be made after the City has received the Service Tax Funds for Special Service Area Number 4.
5.02 Budget for Services

The Contractor in conjunction with the City Manager must prepare a budget each year for City Council approval no later than September 1st of each year for the entire term of this Agreement, covering all services described in the Scope of Services. The Budget for Services shall be designated as a separate fund for Special Service Area Number 4 within the City of Evanston account.

The City shall provide the Contractor with payment prior to April 30th and October 31st of each year based on taxes received on April 1st and October 1st, respectively. Any outstanding service taxes at the end of the fiscal year shall be remitted to Special Service Area Number 4. The City shall adjust the annual tax receipts based on the Cook County tax distribution notices and prior year tax refunds.

5.03 Method of Payment

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. The City shall pay the Contractor via check.

5.04 Funding

Payments under this Agreement shall be made from Service Tax Funds in Special Service Area Number 4 Tax Proceed Fund, which is a separate fund maintained by the City within the City of Evanston account, and are subject to the availability of funds therein.

5.05 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence. The City shall have the option to terminate this Agreement, provided that it complies with Section 7.05: Early Termination. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder. City bears the sole risk of loss for payments made to the Contractor for which Service Tax Funds are later discovered to be insufficient, provided that prior to the commencement of the Contractor’s fiscal year, the Contractor shall contact the City Manager to receive the City’s confirmation that sufficient funds are expected for that fiscal year. If there are changes regarding the sufficiency of funds, the City shall notify the Contractor of such funds. The Contractor shall then take reasonable steps to respond accordingly.

ARTICLE 6 SPECIAL CONDITIONS
6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is not financially insolvent; that to the best of its knowledge, it and each of its employees and agents are competent to perform the Services required; that it has no reason to believe that any Subcontractor is financially insolvent; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible or incompetent Subcontractor for any purpose in the performance of the Services; and

C. That it and, to the best of its knowledge, its Subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the City Manager to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors, if any, are not in violation of the provisions of Title 1, Chapter 12, “Fair Employment Practices,” of the Municipal Code of the City of Evanston, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5111-42.1-1 of the Illinois Municipal Code; and

E. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement; and

F. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

G. That neither Contractor nor, to the best of its knowledge, an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor"
means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

H. Contractor understands and will to the best of its knowledge and understanding abide by all provisions of the Municipal Code of the City of Evanston.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall apprise the City Manager promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, as may be required by the City Manager, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit arising from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Section 1-10-4, “Code of Ethics,” of the Municipal Code of the City of
Evanston shall be voidable by the City.

The Contractor covenants that it, its officers, directors, and employees, as well as the officers, directors, and employees of each of its members, if the members are a joint venture, and its Subcontractors presently have no financial interest in the Services, provided that Contractor’s members may provide Special Services in the Area. Contractor has a conflict of interest policy, and will abide by such policy. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor agrees that if the City Manager in his or her reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Subsection 1-10-4(C)(3)(b) of the Municipal Code of the City of Evanston, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or in any other public meeting, or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Subsection 1-10-4(C)(3)(b) of the Municipal Code of the City of Evanston by any elected official with respect to this Agreement is grounds for termination of this Agreement.

6.07 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be
amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.08 Ethics

A. In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

B. Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Section 1-10-4 of the Municipal Code of the City of Evanston is voidable as to the City.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its managerial obligations under the Agreement including, but not limited to, the following:

(1) failure to manage the Services in a manner satisfactory to the City;

(2) discontinuance of the Contractor’s management of Services for reasons within the Contractor's reasonable control;

(3) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(4) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the reasonable opinion of the City Manager, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the reasonable discretion of the City Manager. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and, in the event such default is not timely cured or addressed as described herein above, such decision is final and effective after the close of any cure period described herein above or at the close of such cure period then agreed between the parties. Upon receipt of any such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver to the City all materials belonging to the City, if any, accumulated in the performance of this Agreement, whether completed or in the process of completion. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for the Contractor, either directly or through others.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to perform the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.
7.03 Suspension

The City may at any time for good cause request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the City Manager. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.04 Early Termination

In addition to termination for default, the City may, at any time for good cause, elect to terminate this Agreement or any portion of the Services to be performed under it at the reasonable discretion of the City Manager by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials belonging to the City and accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the City Manager within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and, to the best of its ability, those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully
executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the City Manager, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that it shall provide its best efforts to ensure that all Services managed hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves the management of design for construction and/or Construction, the Contractor warrants that all design documents produced by its Subcontractors and/or used under this Agreement shall to the best of its knowledge comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, any Subcontractor shall comply with the standard providing greater accessibility. If the Subcontractor fails to comply with the foregoing standards, the Contractor shall demand that it perform again at no expense all services required to be re-performed as a direct or indirect result of such failure.

8.06 Assigns
All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.08 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.09 Miscellaneous Provisions

Whenever under this Agreement either party by a proper authority waives the other party’s performance in any respect or waives a requirement or condition to the other party’s performance, the waiver, whether express or implied, applies only to that particular instance and is not a complete or permanent waiver or for subsequent instances of the performance, requirement or condition. No waiver of either party shall be construed as a modification of the Agreement regardless of the number of times the City or Contractor may have waived the performance, requirement or condition.

8.10 Contractor Affidavit

The Contractor must provide to the City, no later than sixty (60) days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services managed for the prior year. The form of this affidavit is attached as Exhibit 5.
incorporated by reference.

8.11 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: City of Evanston  
Attn: City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

With a copy to: City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

If to the Contractor: EvMark (dba Downtown Evanston)  
Attn: Executive Director  
909 Davis Street, 5th Floor  
Evanston, IL 60201

With a copy to: The Law Offices of C. Shawn Jones  
Attn: Shawn Jones  
708 Church Street #235  
Evanston, IL 60201

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date executed by the City ("Effective Date").

CONTRACTOR:
EVMARK (DBA DOWNTOWN EVANSTON)
an Illinois not-for-profit corporation

By: ________________________________
Annie Coakley
Its Executive Director

CITY:

THE CITY OF EVANSTON, ILLINOIS

By: ________________________________
Erika Storlie
City Manager
EXHIBIT 1

Scope of Services
Special Service Area Number 4

Advertising & Promotion
Public Way Maintenance
Public Way Aesthetics
Business Development
Administration
Tenant Retention/Attraction
District Planning

Any Additional Special Services Deemed Necessary by the Special Service Area in Compliance with 35 ILCS 200.
Contractor Insurance Provisions
Special Services Area

Contractor or its Subcontractors must provide and maintain at each party’s own, respective expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The City of Evanston is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work of Services.

2) Professional Liability

When Contractor enters into a subcontract with any Security Firm or professional consultants (e.g.; CPA's, Attorney, Architects, Engineers) to perform work in connection with this Agreement, such Security Firm or professional consultants must maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

3) Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

4) Workers Compensation and Employers Liability

If the Contractor has any direct hires during the term of this Agreement, the Contractor shall provide Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

B. SECURITY FIRMS
If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. ADDITIONAL REQUIREMENTS

Contractor must furnish to the City Manager, City of Evanston, Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Evanston, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Evanston do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Contractor.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Evanston Corporation Counsel maintains the right to modify, delete, alter or change these requirements.
EXHIBIT 3

CONTRACT INSURANCE REQUIREMENTS

The Security Firm or other Subcontractor must provide and maintain at Security Firm’s or Subcontractor's own respective expense, until Contract completion (and, if Security Firm or Subcontractor, respectively, is required to return and perform additional work, then also during the time period following expiration) the insurance coverages and requirements specified below, insuring all operations related to the Contract. The term “Contract,” as used in this Exhibit 3, shall be defined as any agreement executed between the Contractor and any of its subcontractors, including but not limited to, its Security Firm(s), to which funds allocated under this Agreement shall apply.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The City of Evanston and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm or other Subcontractor must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Evanston and Contractor are to be named as an additional insureds on a primary, non-contributory basis.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm or, if the Subcontractor is a licensed professional or professional consultant, by the Subcontractor, with limits of not less than $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of
work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

The Security Firm or Subcontractor must furnish the City Manager, City of Evanston, Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm or Subcontractor is not a waiver by the Contractor of any requirements for the Security Firm or Subcontractor to obtain and maintain the specified coverages. The Security Firm or Subcontractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm or Subcontractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm or Subcontractor must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm or Subcontractor.

The Security Firm or Subcontractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Evanston, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm or Subcontractor in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm or Subcontractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm or Subcontractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm or Subcontractor must require all subcontractors to provide the insurance required herein, or Security Firm or Subcontractor may provide the coverages for
subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm or Subcontractor unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Evanston Corporation Counsel maintains the right to modify, delete, alter or change these requirements.
EXHIBIT 4
Economic Disclosure Statement and Affidavit

Section 1-18-1 of the Evanston City Code requires all persons seeking to do business with the City to provide the following information with their agreement. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME:_______________________________________________________

APPLICANT ADDRESS: _________________________________________________

TELEPHONE NUMBER: _________________________________________________

FAX NUMBER: _________________________________________________

APPLICANT is (Check One)

1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( )

5. Other ( ) ______________________________________________________________

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

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1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

SECTION 3 - TRUSTS

3a. Trust number and institution.

__________________________________________________________________

3b. Name and address of trustee or estate administrator.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

______________________  _________________________________
Date                      Signature of Person Preparing Statement

______________________
Title

ATTEST: ___________________________ (Notary Seal)
Notary Public
Commission Expires:  ____________________
EXHIBIT 5
Contractor Affidavit

Contractor Name:
Special Service Area Number :
Agreement ("Agreement"):

Agreement between the City of Evanston and _______________ dated _______________ relating to the provision of special services.

AFFIDAVIT

The undersigned, ______________________, as _______________, and on behalf of _____________________, having been duly sworn under oath, certifies that in the year it performed that portion of the Services described in Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

NAME OF CONTRACTOR: ___________________________________
Signature of Authorized Officer: ________________________________
Name of Authorized Officer: ___________________________________
State of Illinois
County of Cook

Sworn to and acknowledges before me by ______________________ [Name of Signatory] as __________________ [Title] of ______________________ [Name of Contracting Party] this _________ day of ___________, 2017.

______________________________
Notary Public

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Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paulina Martinez, Assistant to the City Manager
CC: Johanna Leonard, Community Development Director; Paul Zalmezak, Economic Development Director
Subject: Ordinance 162-O-19, Tax Levy for Proposed East Central Street SSA #7
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Tax Levy Ordinance 162-O-19, which levies the annual property tax for proposed Special Service Area #7 in the amount of $154,800 ($159,444 as extended including loss factor of 3%).

Council Action:
For Introduction

Summary:
Ordinance 162-O-19 is the tax levy for proposed Special Service Area #7, which would fund the services and activities of east Central Street. The 2019 levy is based on the recommendations from the feasibility study conducted earlier in the year, which was published by Teska Associates at the request of Central Street businesses. The total tax levy for 2019 is $154,444 including a 3% loss factor as allowed by Cook County.

Attachments:
Ordinance 162-O-19 Tax Levy SSA #7 East Central Street
AN ORDINANCE

LEVYING TAXES FOR THE SPECIAL SERVICE AREA NO. 7 OF THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019

WHEREAS, the City of Evanston, Illinois is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois which said Constitution in Section 6(a) thereof grants unto the City of Evanston as Home Rule unit of government the power to tax; and

WHEREAS, the City Council of the City of Evanston adopted Ordinance 159-O-19 establishing Special Service Area Number 7 (“SSA No. 7”) in the City of Evanston, Illinois and this Ordinance establishes the tax levy for SSA No. 8 for the 2019 fiscal year,

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

SECTION 1: That in order to meet expenses and liabilities of the Special Service Area Number 7 (“SSA No. 7”) of the City of Evanston, Illinois, for the fiscal year beginning January 1, 2019; there is hereby levied on all real property subject to taxation within the limits of said SSA No. 7 of the City of Evanston as assessed and equalized for the year 2019, the sum of one hundred and fifty four thousand eight hundred dollars ($154,800) being the total of the appropriation heretofore legally made plus allowances for collection losses, which are to be collected from the tax levy of SSA No. 7 of the City of Evanston for the year 2019. The specific amounts levied for the various purposes and
funds are designated by being placed in separate columns under headings “TO BE RAISED BY TAXATION” and are identified in the manner on the following page of this ordinance.

SECTION 2: The appropriation for SSA No. 7 is as follows:

<table>
<thead>
<tr>
<th>City General Fund</th>
<th>Appropriation</th>
<th>Source Other Than Taxation</th>
<th>Amount To Be Raised By Taxation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Staff</td>
<td>$64,800</td>
<td>$0</td>
<td>$64,800</td>
</tr>
<tr>
<td>Marketing and Promotion</td>
<td>$26,120</td>
<td>$0</td>
<td>$26,120</td>
</tr>
<tr>
<td>Events and Programming</td>
<td>$19,440</td>
<td>$0</td>
<td>$19,440</td>
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<tr>
<td>Beautification, Landscaping, and Maintenance</td>
<td>$26,640</td>
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<tr>
<td>Arts and Culture</td>
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</tr>
<tr>
<td>Reserves</td>
<td>$7,200</td>
<td>$0</td>
<td>$7,200</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$154,800</strong></td>
<td><strong>$0</strong></td>
<td><strong>$154,800</strong></td>
</tr>
<tr>
<td>Amount To Be Raised by Taxation</td>
<td></td>
<td></td>
<td>$159,444</td>
</tr>
<tr>
<td>Collection Losses</td>
<td></td>
<td></td>
<td>$4,644</td>
</tr>
<tr>
<td><strong>TOTAL TAXATION</strong></td>
<td></td>
<td></td>
<td><strong>$159,444</strong></td>
</tr>
</tbody>
</table>

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are 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: 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 6: If any provision of this ordinance or application thereof to any
person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _____________, 2019
Adopted: _____________, 2019

Approved: ____________________________ , 2019

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

Page 4 of 4
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paulina Martinez, Assistant to the City Manager
CC: Johanna Leonard, Community Development Director; Paul Zalmezak, Economic Development Manager
Subject: Ordinance 160-O-19 “Establishing Special Service Area No. 8 in the City of Evanston”
Date: November 25, 2019

Recommended Action:
Staff recommends the adoption of Ordinance 160-O-19, "Establishing Special Service Area No. 8 in the City of Evanston", which is intended to provide marketing as well as aesthetic and streetscape improvements such as signage, lighting, landscaping, and holiday decorations for the commercial corridors Central Street (Ewing Ave. to central Park Ave.). The ordinance establishes the geographic boundaries, duration, and tax cap for the Special Service Area (SSA).

Council Action:
For Introduction

Summary:
The proposed SSA No. 8 encompasses 75 PINS within a contiguous area along Central Street Avenue between Ewing Avenue and central Park Avenue. The SSA boundaries were determined by the need to create a contiguous district, taking care to exclude residential property PINs where possible.

SSA No. 8 will remain in place for ten (10) years from the date of its adoption. For the duration of its ten-year period, the tax cap will be set at 0.35% of EAV. Each year the City, in coordination with the SSA, will adopt a levy for the following year with the goal of obtaining an annual budget of approximately $65,000 to support the provision of services such as marketing, business development, and the installation and maintenance of public way improvements within the district. The levy for each year will never exceed 0.35%, based on the tax cap established in the enacting ordinance.

Attachments:
160-O-19 Establishment of SSA #8 West Central Street
Signed Application Letter
AN ORDINANCE

Establishing Special Service Area Number 8 in the City of Evanston

WHEREAS, the City of Evanston, Illinois is a Home Rule unit of local government pursuant to the terms and provisions of Article VII of the 1970 Constitution of the State of Illinois which said Constitution in Section 6(a) thereof grants unto the City of Evanston as Home Rule unit of government the power to tax; and

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the “Act”) and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, on September 23, 2019, the City Council of the City of Evanston adopted Ordinance 108-O-19 proposing the establishment of Special Service Area Number 8 ("SSA No. 8") in the City of Evanston, Illinois and providing for a public hearing and other related procedures,

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

SECTION 1: Incorporation of recitals. The recitals of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2: The notices of public hearing were published in the Evanston Review and mailed in conformity with the Special Service Area Tax Law and all
interested persons were given the opportunity to be heard at the public hearing on November 25, 2019 at 7:15 p.m. in the City Council Chambers of the City of Evanston.

**SECTION 3:** Services to be provided by the SSA include marketing as well as aesthetic and streetscape improvements including signage, lighting, landscaping, and holiday decorations. The SSA Boundaries were determined by the need to create a contiguous district, taking care to exclude residential property PINs where possible.

**SECTION 4:** The permanent tax index numbers of all parcels located within the area of the proposed SSA No. 8 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the proposed SSA No. 8 is attached to and incorporated herein by reference as Exhibit 2.

**SECTION 5:** The annual tax levy shall not exceed 0.35% for the duration of the ten (10) year SSA period.

**SECTION 6:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Complied Statues and the courts of the State of Illinois.

**SECTION 7:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8:** This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect
without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _____________, 2019
Adopted: _____________, 2019

Approved:

__________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

__________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area #8
East Central Street District, Evanston, Illinois.

BEING THOSE PARTS OF SECTION 33 AND 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- THENCE NORTH ALONG SAID WEST LINE OF LOT 1 TO THE NORTHLINE OF AFORESAID LOT 1 IN THE CONSOLIDATION IN H. WITTBOLDS SUBDIVISION;
- THENCE EAST ALONG SAID NORTH LINE OF LOT 1 TO THE WEST LINE OF CENTRAL PARK AVE;
- THENCE CONTINUING EAST TO THE EAST LINE OF CENTRAL PARK AVENUE;
- THENCE SOUTH ALONG THE EAST LINE OF CENTRAL PARK AVENUE TO THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF HURD AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF HURD AVENUE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF LINCOLNWOOD DRIVE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE CENTERLINE OF ALLEY FROM THE NORTH WEST OF REESE AVENUE;
- THENCE NORTH ALONG SAID CENTERLINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET TO THE EAST;
- THENCE EAST ALONG SOUTH LINE OF SAID ALLEY TO THE WEST LINE OF REESE AVENUE;
THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF REESE AVE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EWING AVE;
THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE AND ITS EXTENSION TO THE SOUTH LINE OF CENTRAL AVENUE;
THENCE EAST ALONG THE SOUTH LINE OF CENTRAL AVENUE TO A POINT 100 FEET EAST OF THE EAST LINE OF EWING AVE, BEING THE EAST LINE OF LOTS 9 AND 10 (EXCEPTING THE SOUTH 120 FEET OF SAID LOTS) IN BLOCK 3 IN E.T. PAUL'S ADDITION TO EVANSTON (RECORDED JULY 10, 1891);
THENCE SOUTH ALONG SAID EAST LINE OF LOT 9 A DISTANCE OF 71.25 FEET;
THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL AVENUE TO THE EAST LINE OF EWING AVENUE;
THENCE CONTINUING WEST ALONG THE EXTENSION OF SAID LINE TO THE WEST LINE OF EWING STREET;
THENCE SOUTH ALONG SAID WEST LINE OF EWING AVENUE TO THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
THENCE NORTH ALONG SAID EAST LINE OF LINCOLNWOOD DRIVE TO IT'S INTERSECTION WITH THE EXTENSION OF THE NORTH LINE OF ALLEY SOUTH OF CENTRAL AVE WEST OF LINCOLNWOOD DRIVE;
THENCE WEST ALONG SAID EXTENSION OF THE NORTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF HURD AVENUE;
THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF HURD AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF CENTRAL PARK AVENUE;
THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF CENTRAL PARK AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY 186 FEET TO THE WEST LINE OF LOT 6 IN BLOCK 3 OF ARTHUR T. McINTOSH'S ADDITION TO EVANSTON (RECORDED JULY 19, 1915 DOCUMENT NUMBER 5674726);
THENCE NORTH ALONG SAID WEST LINE OF LOT 6 TO THE SOUTH LINE OF CENTRAL STREET;
THENCE NORTH TO THE NORTH LINE OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.
PROPERTY INDEX NUMBERS:

05334260210000, 05334260450000, 05334270180000, 05334270190000, 05334270200000, 05334270301025, 05334280120000, 05334280130000, 05334280140000, 05334280150000, 05334280160000, 05334280170000, 05334280180000, 05334280190000, 05334280221001, 05334280221002, 05334280221003, 05334280221004, 05334280221005, 05334280221006, 05334280221007, 05334280221008, 05334280221009, 05334290140000, 05334290150000, 05334290160000, 05334290170000, 05334290240000, 05334300120000, 05334300130000, 05334300140000, 05334300150000, 05334300160000, 05334300170000, 05334300180000, 05334300190000, 05334300200000, 10111060050000, 10111060060000, 10111060070000, 10111060080000, 10111060090000, 10112000010000, 10112000020000, 10112000030000, 10112000040000, 10112000050000, 10112000060000, 10112000070000, 10112000080000, 10112000090000, 10112000100000, 10112010220000, 10112010260000, 10112010270000, 10112010281009, 10112010281010, 10112010281011, 10112020010000, 10112020020000, 10112020030000, 10112020040000, 10112020050000, 10112020060000, 10112020110000, 10112020120000, 10112020130000, 10112020280000, 10112020290000, 10112020300000, 10112020310000, 10112020321001, 10112020321002, 10112020321003, 10112030010000
EXHIBIT 2
SPECIAL SERVICE AREA PROPOSED MAP
September 12, 2019

Hon. Steve Hagerty
Mayor
City of Evanston
2100 Ridge Road
Evanston, IL 60201

RE: Application for the Designation of the West Central Street and East Central Street Special Service Areas to the City of Evanston

Dear Mayor Hagerty:

On behalf of the Central Street SSA Steering Committee and Central Street Business Association, a not-for-profit corporation, we are pleased to submit this Application and Feasibility Study regarding the establishment of two Special Service Areas (SSAs): the West Central Street SSA and the East Central Street SSA.

On October 12, 2017, the Central Street Business Association submitted a petition signed by twenty-nine businesses in support of a feasibility study to explore the designation of a Special Service Area on Central Street. The City of Evanston’s Economic Development Committee directed staff to issue an RFP to study the feasibility of creating an SSA at their July 25, 2018 meeting. Teska Associates was selected as the consultant for the SSA designation.

We are proud of the outreach that was conducted that demonstrated the support of businesses and property owners for the designation of the SSA. Over an eight-month period, six meetings were held with local merchants and the Central Street SSA Steering Committee as well as two community meetings and one 7th Ward Presentation. A mailing was sent to all taxpayers informing them of the two community meetings.

Over the course of this outreach, the Steering Committee decided to recommend two SSA’s that would be focused on the commercial areas of Central Street and exclude residential blocks as well as condominiums located above the ground floor.

The approximate boundaries for the West Central SSA would be Central Park Ave on the west and Ewing Ave. on the East, while the boundaries for East Central St. SSA would be Hartrey Ave. on the west, Eastwood Ave. on the east, Isabella St. on the north and (for the railroad property only) Simpson St. on the south. Detailed maps are provided in the Central Street SSA Feasibility Study. Property Index Number (PIN) lists and legal descriptions for each proposed SSA are also included in the Feasibility Study.
On July 31, 2019, the Central Street SSA Steering Committee voted unanimously to recommend designation of the West Central Street SSA and East Central Street SSA to the City of Evanston. We believe that the SSAs will provide important services and enhancements to foster growth of small and local businesses that are located in each district and that serve all of the residents of Evanston and neighboring areas.

The SSAs are intended to provide special services to support the district including professional staffing; marketing and promotion; events and programming; beautification, landscaping and maintenance; and art and culture.

The estimated funding required to provide needed services in 2020 would be $59,108 for the West Central SSA and $157,993 for the East Central SSA.

Thank you for your consideration of the designation of the West Central Street SSA and East Central Street SSA districts. The City is a valuable partner to local businesses and we look forward to continuing to work with the City of Evanston.

Sincerely,

[Signatures]

John Kim
Backlot Coffee, 2006 Central St., Evanston, IL 60201

Dale Bradley
Raymond James, 3000 Central St., Evanston, IL 60201
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Paulina Martinez, Assistant to the City Manager
CC: Johanna Leonard, Community Development Director; Paul Zalmezak, Economic Development Manager
Subject: Ordinance 163-O-19, Tax Levy for Proposed West Central Street SSA #8
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 163-O-19, which levies the annual property tax for proposed Special Service Area #8 in the amount of $60,200 ($62,002 as extended including loss factor of 3%).

Council Action:
For Introduction

Summary:
Ordinance 163-O-19 is the tax levy for proposed Special Service Area #8, which would fund the services and activities of west Central Street. The 2019 levy is based on the recommendations from the feasibility study conducted earlier in the year, which was published by Teska Associates at the request of Central Street businesses. The total tax levy for 2019 is $62,002 including a 3% loss factor as allowed by Cook County.

Attachments:
Ordinance 163-O-19 Tax Levy SSA #8 West Central Street
11/25/2019

163-O-19

AN ORDINANCE

LEVYING TAXES FOR THE SPECIAL SERVICE AREA NO. 8
OF THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF
ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019
AND ENDING DECEMBER 31, 2019

WHEREAS, the City of Evanston, Illinois is a Home Rule unit of local
government pursuant to the terms and provisions of Article VII of the 1970 Constitution
of the State of Illinois which said Constitution in Section 6(a) thereof grants unto the City
of Evanston as Home Rule unit of government the power to tax; and

WHEREAS, the City Council of the City of Evanston adopted Ordinance
160-O-19 establishing Special Service Area Number 8 (“SSA No. 8”) in the City of
Evanston, Illinois and this Ordinance establishes the tax levy for SSA No. 8 for the 2019
fiscal year,

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

SECTION 1: That in order to meet expenses and liabilities of the Special
Service Area Number 8 (“SSA No. 8”) of the City of Evanston, Illinois, for the fiscal year
beginning January 1, 2019; there is hereby levied on all real property subject to taxation
within the limits of said SSA No. 8 of the City of Evanston as assessed and equalized
for the year 2019, the sum of sixty thousand two hundred dollars ($60,200) being the
total of the appropriation heretofore legally made plus allowances for collection losses,
which are to be collected from the tax levy of SSA No. 8 of the City of Evanston for the
year 2019. The specific amounts levied for the various purposes and funds are
designated by being placed in separate columns under headings “TO BE RAISED BY TAXATION” and are identified in the manner on the following page of this ordinance.

SECTION 2: The appropriation for SSA No. 8 is as follows:

<table>
<thead>
<tr>
<th>City General Fund</th>
<th>Appropriation</th>
<th>Source Other Than Taxation</th>
<th>Amount To Be Raised By Taxation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Staff</td>
<td>$25,200</td>
<td>$0</td>
<td>$25,200</td>
</tr>
<tr>
<td>Marketing and Promotion</td>
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<td>$0</td>
<td>$9,380</td>
</tr>
<tr>
<td>Events and Programming</td>
<td>$7,560</td>
<td>$0</td>
<td>$7,560</td>
</tr>
<tr>
<td>Beautification, Landscaping, and Maintenance</td>
<td>$10,360</td>
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<tr>
<td>Arts and Culture</td>
<td>$4,900</td>
<td>$0</td>
<td>$4,900</td>
</tr>
<tr>
<td>Reserves</td>
<td>$2,800</td>
<td>$0</td>
<td>$2,800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$60,200</strong></td>
<td><strong>$0</strong></td>
<td><strong>$60,200</strong></td>
</tr>
<tr>
<td>Amount To Be Raised by Taxation</td>
<td></td>
<td></td>
<td>$62,006</td>
</tr>
<tr>
<td>Collection Losses</td>
<td></td>
<td></td>
<td>$1,806</td>
</tr>
<tr>
<td><strong>TOTAL TAXATION</strong></td>
<td></td>
<td></td>
<td><strong>$62,006</strong></td>
</tr>
</tbody>
</table>

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are 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: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Complied Statues and the courts of the State of Illinois.

SECTION 8: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019
Adopted: ________________, 2019

Approved:

______________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

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 Manager
Subject: Ordinance 168-O-19, Amending Various Sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones”
Date: November 25, 2019

Recommended Action:
Pursuant to City Council request, staff recommends City Council adopt Ordinance 168-O-19, Amending Title 10, Chapter 11, Section 12 “Parking Meter Zones” removing the hours of paid parking on Sundays.

Funding Source:

Council Action:
For Introduction

Summary:
City Council decided during budget discussions at the November 11, 2019 meeting that it would like to cease payment of parking on Sundays at on-street spaces or hourly surface lots. Parking and budget staff estimate that lost revenue will be approximately $260,000-$300,000 a year. Prior to March 1, 2019, parking was free all day on Sundays. Parking currently remains free on Sundays in the three downtown parking garages.

Attachments:
168-O-19 Amending City Code Title 10, Chapter 11 - Remove Sunday Paid Parking
AN ORDINANCE
Amending Title 10, Chapter 11, Section 12 “Parking Meter Zones”

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

SECTION 1: City Code Section 10-11-12(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, 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>Street Name</th>
<th>Side Of Street</th>
<th>Block Or Blocks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benson Avenue</td>
<td>Both</td>
<td>Church Street to Clark Street</td>
</tr>
<tr>
<td>Chicago Avenue</td>
<td>Both</td>
<td>Grove Street to Church Street</td>
</tr>
<tr>
<td>Church Street</td>
<td>North</td>
<td>Chicago Avenue to Oak Street</td>
</tr>
<tr>
<td></td>
<td>South</td>
<td>Elmwood Avenue to Oak Street</td>
</tr>
<tr>
<td></td>
<td>South</td>
<td>Benson Avenue to Maple Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>Both</td>
<td>Sherman Avenue to Benson Avenue</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Benson to Maple Avenue</td>
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<td>Davis Street</td>
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<td>Hinman Avenue to Maple Avenue</td>
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<tr>
<td></td>
<td>Both</td>
<td>Maple Avenue to Ridge Avenue*</td>
</tr>
<tr>
<td>Grove Street</td>
<td>Both</td>
<td>Chicago Avenue to Elmwood Avenue</td>
</tr>
<tr>
<td>Street Name</td>
<td>Direction</td>
<td>Notes</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Elmwood Avenue</td>
<td>Both</td>
<td>Elmwood Avenue to Maple Avenue*</td>
</tr>
<tr>
<td>Hinman Avenue</td>
<td>West</td>
<td>Davis Street to first alley south*</td>
</tr>
<tr>
<td>Lake Street</td>
<td>North</td>
<td>Sherman Avenue to first west alley*</td>
</tr>
<tr>
<td>Maple Avenue</td>
<td>Both</td>
<td>Grove Street to Church Street*</td>
</tr>
<tr>
<td>Oak Avenue</td>
<td>East</td>
<td>Davis Street to Church Street*</td>
</tr>
<tr>
<td></td>
<td>West</td>
<td>Davis Street to alley north*</td>
</tr>
<tr>
<td>Orrington</td>
<td>West</td>
<td>Davis Street to Church Street</td>
</tr>
<tr>
<td></td>
<td>East</td>
<td>Church Street to Clark Street</td>
</tr>
<tr>
<td>Sherman Avenue</td>
<td>Both</td>
<td>Lake Street to Davis Street</td>
</tr>
<tr>
<td></td>
<td>East</td>
<td>Greenwood Street to Lake Street*</td>
</tr>
<tr>
<td>University Place</td>
<td>South</td>
<td>East Railroad to Maple Avenue</td>
</tr>
</tbody>
</table>

*Meters become 4hr limit from 5-9pm*

**SECTION 2:** City Code Section 10-11-12(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:

**SCHEDULE XII (B):**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Direction</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benson Avenue</td>
<td>Both</td>
<td>Clark Street to University Place</td>
</tr>
<tr>
<td>Central Street</td>
<td>South</td>
<td>First 3 spaces East of Ewing</td>
</tr>
<tr>
<td>Chicago Avenue</td>
<td>West</td>
<td>Church Street to Sheridan Rd</td>
</tr>
<tr>
<td>Chicago Avenue</td>
<td>West</td>
<td>From Hamilton, first 5 spaces North</td>
</tr>
<tr>
<td>Church Street</td>
<td>North</td>
<td>Chicago Avenue to Hinman Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>Both</td>
<td>Avenue to Orrington Avenue</td>
</tr>
</tbody>
</table>

~2~
Custer Street | West | Main Street to Washington Street
---|---|---
Elmwood Avenue | East | Grove Street to Davis Street
Dempster | North | Elmwood Avenue to first alley West of Elmwood Avenue
Sherman Ave | West | Dempster Street to first driveway South of Dempster Street
Washington Street | Both | Chicago Avenue to Custer Street

**Overnight Parking Permitted**

SECTION 3: City Code Section 10-11-12(C), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Two (2) hour maximum parking limit at 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:

**SCHEDULE XII (C): PARKING METER ZONES**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Side Of Street</th>
<th>Block Or Blocks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadway</td>
<td>East</td>
<td>Central Street to Chancellor</td>
</tr>
<tr>
<td>Central Street</td>
<td>Both</td>
<td>Ewing to Central Park</td>
</tr>
<tr>
<td></td>
<td>North</td>
<td>Green Bay Road to Stewart Avenue</td>
</tr>
<tr>
<td></td>
<td>South</td>
<td>Green Bay Road to Hartrey Avenue</td>
</tr>
<tr>
<td>Chicago Avenue</td>
<td>East</td>
<td>From Kedzie Street South to 705 Chicago Avenue</td>
</tr>
<tr>
<td></td>
<td>Both</td>
<td>Kedzie Street to Greenleaf</td>
</tr>
<tr>
<td></td>
<td>Both</td>
<td>Hamilton Street to Greenwood Street</td>
</tr>
<tr>
<td>Dempster Street</td>
<td>South</td>
<td>Sherman Avenue to Elmwood Avenue</td>
</tr>
<tr>
<td></td>
<td>North</td>
<td>Sherman Ave to First alley east of Elmwood</td>
</tr>
<tr>
<td></td>
<td>Both</td>
<td>Hinman Avenue to Sherman Avenue</td>
</tr>
</tbody>
</table>
Howard Street North Clyde Avenue to Ridge Avenue
Kedzie Both Chicago Street to Alley East
Lake Street North Sherman Avenue to first west alley
Maple Avenue Both Grove Street to Church
Oak Avenue East Davis Street to Church Street
West Davis Street to alley north
Orrington West Davis Street to Church Street
East Church Street to Clark Street
Sherman Avenue Both Lake Street to Davis Street
East Davis Street to Church Street
Both Church Street to University Place
University Place South East Railroad to Maple Avenue
Meters become 4hr limit from 5-9pm

**SECTION 4:** Schedule XII, “Parking Meter Zones,” of Section 10-11-12(H), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

<table>
<thead>
<tr>
<th>Schedule XII (H):</th>
<th>Parking lot #15, behind 716 Main Street:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>29 meters</td>
</tr>
<tr>
<td></td>
<td>1. $0.50 per hour effective June 1, 2019 through December 31, 2019. $0.75 per hour effective January 1, 2020</td>
</tr>
<tr>
<td></td>
<td>Maximum limit, 12 15 hours</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays</td>
</tr>
<tr>
<td></td>
<td>Overnight Parking Permitted</td>
</tr>
</tbody>
</table>

~4~
<table>
<thead>
<tr>
<th>Parking Lot</th>
<th>Address</th>
<th>Dimensions</th>
<th>Tariff</th>
<th>Time Restrictions</th>
<th>Maximum Limit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>#19</td>
<td>1700/1800 Benson Avenue (69 meters)</td>
<td>69/67 meters</td>
<td>$1.50 per hour effective March 1, 2019 through December 31, 2019. $2.00 per hour effective January 1, 2020.</td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays</td>
<td>15 hours</td>
<td>Overnight Parking Permitted</td>
</tr>
<tr>
<td>#21</td>
<td>1028 Central Street—Chandler-Newberger Center</td>
<td>12 meters</td>
<td>$0.50 per hour effective March 1, 2019 through December 31, 2019. $0.75 per hour effective January 1, 2020.</td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays. No Parking 3:00 am - 6:00 am</td>
<td>15 hours</td>
<td></td>
</tr>
<tr>
<td>#25</td>
<td>1612 Maple Avenue</td>
<td>16 meters</td>
<td>$1.50 per hour effective March 1, 2019 through December 31, 2019. $2.00 per hour effective January 1, 2020</td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays</td>
<td>4 hours</td>
<td>Overnight Parking Permitted</td>
</tr>
<tr>
<td>#34</td>
<td>10, Library underground garage</td>
<td>41 meters</td>
<td>$1.50 through December 31, 2019. $2.00 per hour effective January 1, 2020</td>
<td>9:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays. No parking 9:00 p.m. to 9:00 a.m.</td>
<td>2 hours</td>
<td></td>
</tr>
<tr>
<td>#38</td>
<td>1010 Grove Street</td>
<td>33 meters</td>
<td>$1.50 through December 31, 2019. $2.00 per hour effective January 1, 2020</td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays</td>
<td>2 3 hours</td>
<td></td>
</tr>
<tr>
<td>Parking lot #54, West side 2400—2600 Poplar Avenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>--------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>220 meters</td>
<td>1. $0.50 per hour effective March 1, 2019 through December 31, 2019. $0.75 per hour effective January 1, 2020.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum limit, 15 hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overnight Parking Permitted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking lot #68, 717-719 Howard Street:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 Spaces</td>
<td>1. $1.50 per hour effective March 1, 2019 through December 31, 2019. $2.00 per hour effective January 1, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum limit, 4 hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 9:00 p.m. daily Monday through Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** Ordinance 168-O-19 shall be in full force and effect on January 1, 2020, after its passage, approval, and publication in the manner provided by law.

**SECTION 8:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

~6~

Page 7 of 8
168-O-19

Introduced: _________________, 2019
Adopted: _________________, 2019
Approved:  

_______________________________
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: Luke Stowe, Interim Administrative Services Director
CC: Michael Rivera, Interim Parking Manager
Subject: Ordinance 164-O-19, Lease Agreement with Enterprise Rent-A-Car for Commercial Space in the City Owned Parking Garage at 1780 Maple Avenue
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adopt Ordinance 164-R-19, authorizing the City Manager to execute a ten (10) year lease with Enterprise Rent-A-Car for commercial space in the City owned parking garage at 1780 Maple Avenue. An affirmative vote of two-thirds (2/3) of the elected Aldermen is required to adopt the Ordinance. City Manager requests suspension of the rules for Introduction and Action at the November 25, 2019 meeting as the lease renewal is scheduled to commence December 1, 2019.

Council Action:
For Introduction and Action

Summary:
Enterprise currently rents one of three commercial storefronts (at 1780 Maple Avenue) and would like to enter into a new lease for one of the other office spaces. The new lease will be for an initial term of ten (10) years and one (1) five-year option to renew. Enterprise will pay at the rate of $2,210 per month for the office space. The lease also includes fifteen (15) interior parking spaces for rental vehicles in the Maple Avenue Garage starting at $1,350 per month, and fifteen (15) parking spaces on the exterior (western portion of the Garage Property – uncovered parking) starting at $700 per month.

Attachments:
164-O-19 Authorizing Lease Agreement at Maple Avenue Garage with Enterprise Rent-A-Car
AN ORDINANCE

Authorizing the City Manager to Execute a New Lease Agreement with Enterprise Rent-A-Car for Commercial Space in the City Owned Parking Garage at 1800 Maple Avenue

WHEREAS, the City of Evanston owns certain real property located at 1800 Maple Avenue, Evanston, Illinois 60201, which is improved with a public parking garage referred to as the Maple Avenue Garage and contains two commercial storefronts at the street level (the “Property”); and

WHEREAS, Enterprise Leasing Company of Chicago, LLC, a Delaware limited liability company d/b/a “Enterprise Rent-a-Car” currently rents one of three commercial storefronts, address 1810 Maple Avenue (“Premises”), and seeks to enter into a new lease with the City in one of the other commercial spaces at 1800 Maple Avenue; and

WHEREAS, the City Council has determined that the Property is not necessary to City operations and continuing to lease the Property to Enterprise Leasing Company of Chicago, LLC is in the City’s best interests,

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

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

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), the City Manager is hereby authorized and
directed to execute, on behalf of the City of Evanston, a long term lease agreement with an initial term of ten (10) years and one (1), five (5) year option to renew the lease agreement, between the City of Evanston and Enterprise Leasing Company of Chicago, LLC. The Lease Agreement shall be in substantial conformity with the Lease Agreement attached hereto as Exhibit “1” and incorporated herein by reference.

SECTION 3: Pursuant to Subsection 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the “City Code”), an affirmative vote of two-thirds (⅔) of the elected Aldermen is required to accept the recommendation of the City Manager on the lease agreement authorized herein.

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

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

Introduced: ______________, 2019
Adopted: ______________, 2019

Approved:

______________________________, 2019

______________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Michelle Masoncup, Corporation Counsel
LEASE

THIS LEASE AGREEMENT is made by and between City of Evanston (“Landlord”), an Illinois municipal corporation and Enterprise Leasing Company of Chicago, LLC, a Delaware limited liability company d/b/a Enterprise Rent-A-Car (“Tenant”).

WITNESSETH:

1. PREMISES

(a) Property. Landlord is the fee simple owner of certain real property at 1800 Maple Avenue, Evanston, Illinois 60201, which is the public parking facility commonly known as the “Maple Avenue Garage” legally described in Exhibit “A” attached hereto and incorporated herein (the “Garage Property”). The Garage Property contains three commercial units on the ground level and Landlord agrees to lease one of these units to Tenant, with the common address of 1800 Maple Avenue, Evanston, Illinois 60201, which is approximately 728 square feet (the “Premises”). Landlord does hereby demise and lease the Premises to Tenant, for Tenant’s exclusive use and control, together with all appurtenances thereto, pursuant to the terms and conditions of this Lease.

(b) Parking. This Lease does include the lease of fifteen (15) parking spaces for rental vehicles in the Maple Avenue Garage as part of the rental rate. The rental rate for the lease of these spaces is outlined in Paragraph 3 below.

2. TERM

(a) Primary Term. Subject to the provisions of this Lease, the “Primary Term” shall be a ten (10) year term, commencing on December 1, 2019 (“Commencement Date”) and shall end at 11:59 p.m. on November 30, 2029 except as otherwise terminated as provided herein.

(b) Extended Terms. Provided Tenant is not otherwise in default beyond any applicable cure period, Tenant shall have one (1) option (“Extension Option”), to extend the lease for a five (5) year period, November 1, 2029 – October 31, 2034 (“Extension Term”) upon the same terms, covenants and conditions as herein provided, including the rent rates with the 5% increase every year. Such Extension Option shall be reviewed and approved by the parties in writing, Tenant shall notify Landlord in writing at least sixty (60) days’ prior to the then current expiration date of the Primary Term that it does not elect to extend such Term. The Primary Term together with the Extension Term is referred to herein collectively as the “Term”.

(c) Termination Right. Anything in this Lease to the contrary notwithstanding, Landlord may terminate this lease at any time during the Primary and Extended Term upon not less than 12 months prior written notice to the other party.

Page 6 of 29
3. RENT

(a) **Premises Rent.** On the Commencement Date, and subject to the terms of this Lease, Tenant agrees to pay to Landlord: (i) Premises Rent (herein so called) described below at the rate of **$2,210 per month** for the Premises; and (ii) all other charges due from Tenant to Landlord hereunder as “Additional Rent” (herein so called), which is the NE Car Park Corral rental and the Exterior Car Parking rental. The Premises Rent and the Additional Rent is set forth in the table outlined in Paragraph 3(d), payable in one check as Total Rent.

(b) **Parking Spaces.** Tenant is permitted to utilize the northeast portion of the garage to store vehicles (“NE Car Park Corral”), Tenant will pay for use of this area at the rate for 15 spaces as outlined in the chart below in Section 3(d). The rental rate for use of the NE Car Park Corral is based on the current market rate for a parking space per month, $90 and therefore the rate is $1,350 (15 X $90) for the year. The table in Paragraph 3(d) below provides the increases in the rates during the Term. Tenant acknowledges and agrees that another commercial tenant will be utilizing 2 spaces in the NE Car Park Corral that will be marked for their use.

Tenant will also be provided 2 spaces in the southeast portion of the garage (“SW Car Spaces”) for 30-minute parking. Tenant may not block their use of these spaces by any means. The SW Car Spaces will be marked for 30 minute parking only for Enterprise customers and enforced as such; Tenant’s users may not utilize the spaces for a longer period of time. If Tenant has overflow of cars that need to be parked in the garage and does not have sufficient parking spaces for said vehicles, Tenant may purchase monthly pre-paid tickets that may be utilized for a 48 hour time period at market rates.

(c) **Exterior Car Parking.** Tenant is also permitted to park up to 15 cars on the western portion of Garage Property, which abuts the Maple Avenue Garage and an outside area, not covered spaces. Landlord will mark the Exterior Car Parking area to delineate the area where Tenant may park its vehicles. The Exterior Car Parking area may not be utilized from Saturday 12:01 a.m. to Saturday 7:00 p.m., Landlord utilizes the Exterior Car Parking area for the Saturday farmers market. Landlord leases the Exterior Car Parking area at the rate of $700 per month, which will be increased by 5.0% every year during the Term and Extended Term. The rental fee for the Exterior Car Parking will be in addition to the Rent and payable at the time remittance to the City, as notated in the chart below.

<table>
<thead>
<tr>
<th>Period</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Monthly Rent</th>
<th>Exterior Parking</th>
<th>Interior Parking</th>
<th>Total Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y1 Rent</td>
<td>11/1/2019</td>
<td>10/31/2020</td>
<td>$2,210</td>
<td>$700</td>
<td>$1,350</td>
<td>$4,260</td>
</tr>
<tr>
<td>Y2 Rent</td>
<td>11/1/2020</td>
<td>10/31/2021</td>
<td>$2,276</td>
<td>$735</td>
<td>$1,350</td>
<td>$4,361</td>
</tr>
<tr>
<td>Y3 Rent</td>
<td>11/1/2021</td>
<td>10/31/2022</td>
<td>$2,344</td>
<td>$772</td>
<td>$1,425</td>
<td>$4,541</td>
</tr>
<tr>
<td>Y4 Rent</td>
<td>11/1/2022</td>
<td>10/31/2023</td>
<td>$2,414</td>
<td>$811</td>
<td>$1,425</td>
<td>$4,650</td>
</tr>
</tbody>
</table>
(ii) **Late Fee.** In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant shall on demand pay a service charge of Two Hundred Dollars ($200) per month until paid.

(e) **Time and Place of Payment.** Tenant shall pay to Landlord Total Rent in advance, in equal monthly installments, and without prior notice, setoff (unless otherwise expressly permitted herein) or demand, except as otherwise specifically provided herein, on or before the first (1st) day of each calendar month during the Term hereof via ACH payments or via check to the City of Evanston.

City of Evanston  
Attn: Collector’s Office  
2100 Ridge Avenue  
Evanston, IL 60201

4. **FIXTURES**

All trade fixtures and equipment installed by Tenant in or on the Premises (including furniture, satellite communication dish and equipment, registers, other equipment, shelving and signs) shall remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant shall repair at its own expense any damage to the Garage Property or Premises caused by the removal of said fixtures or equipment by Tenant. This provision shall expressly survive the termination or expiration of this Lease.

5. **USE OF PREMISES**

(a) **Permitted Use.** Tenant shall have the right, subject to applicable Federal, State and local laws and the terms of this Lease, to use the Premises for the following purpose(s): to run a commercial rental vehicle business and related functions to run the rental business (herein collectively "**Permitted Use**").

(b) **Tenant Exclusive Use of Premises.** Landlord covenants and agrees that it has no rights to use, modify, alter or lease any portion of the Premises other than as expressly provided in this Lease.
6. IMPROVEMENTS AND MAINTENANCE

(a) Tenant accepts the Premises in as-is condition, and acknowledges that the Landlord has made no representations to the condition or has made any repairs to same except as provided in this Lease. The Landlord or Landlord's staff or other representatives have made no representations or assurances that it will alter or remodel the Premises and all renovations will be at Tenant's sole cost and expense. Notwithstanding the foregoing, Landlord agrees to install a 4-inch sewer drain and sewer hookups for a single use bathroom facility. Landlord will make these rough-in improvements prior to Tenant taking possession of the Premises. Tenant will finish the work necessary to construct a bathroom facility within 3 months of Commencement Date at its own expense.

(b) Maintenance Responsibilities of Tenant:

(i) HVAC system for the Premises, interior sprinkler and fire safety system within the Premises, and other interior fixtures.

(ii) Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. A refuse container for regular refuse will be located at the Premises in reasonable proximity to the Premises. Tenant will contract to have trash hauled from such container with reasonable frequency. Tenant is responsible for snow, ice removal and leaf removal and general upkeep of the exterior directly in front and in back of the Premises.

(iii) The Tenant will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenant shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary business hours at the Tenant's request.

(iv) Tenant will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 7(c), in good repair. Tenant shall be responsible for repairs, damages and losses for damages sustained outside the Premises attributable to Tenant's negligence or intentional misconduct. Tenant agrees to use good faith efforts to report such damage in writing to the Director of Public Works or her designee, by the next City of Evanston business day, after discovery of such damage by Tenant.

(v) Tenant shall yield the Premises back to Landlord, upon the termination of this Lease, whether such termination shall occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date
of the execution hereof, loss by casualty and reasonable wear and tear accepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 7(c), Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

(vi) Tenant will keep all leasehold improvements in compliance with all laws and regulations during the entire Term of this Lease, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Lease.

(c) Landlord shall maintain and repair the exterior (except for improvements made by Tenant) and all structural and load bearing columns and walls of the Maple Avenue Garage including the roof membrane, roof structure, and the roof covering, the outside walls (excluding the sign fascia attached to the front of the Premises), all buried utilities up to the point of entry into Tenant’s Premises, and the foundations of the Maple Avenue Garage in good condition and repair throughout the Term of this Lease. Landlord shall also be responsible for all capital expenses relating to the maintenance and repair of the exterior portions of the Maple Avenue Garage and damages caused by Landlord, its agents, employees, licensees or contractors. Tenant will pay a proportional cost, based on its square footage of the Premises, for any roofing repairs or membrane replacement, when it shall become necessary during the Term or Extended Term.

7. PAYMENT OF TAXES

(a) Definition. For purposes hereof, "Taxes" shall mean Leasehold property taxes and "Assessments" shall mean assessments, general and special, foreseen and unforeseen, for public improvements levied or assessed against the Premises and the improvements thereon for that portion of the Term (as defined herein).

(b) Payment. Landlord represents and warrants to Tenant that the Garage Property is currently exempt from Taxes and Assessments. Tenant shall continue to pay all Taxes and Assessments before any fine, penalty, interest or cost may be added thereto, become due or be imposed by operation of law for the nonpayment of late payment thereof.

(c) Prorations. At the end of the Term, Taxes and Assessments to be paid by
Tenant shall be prorated based on the portion of the fiscal tax year in which this Lease is in effect.

(d) **Personal Property Taxes.** Tenant shall pay before delinquency any and all taxes and assessments levied or assessed and becoming payable during the Term, against Tenant’s personal property located upon the Premises.

8. **DAMAGE AND DESTRUCTION**

(a) **Casualty.** If the Premises shall be damaged by fire or other casualty (“Casualty”), Landlord shall, within one hundred eighty (180) days after such damage occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord’s expense and this Lease shall not terminate. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord shall be responsible only for restoring the Premises to building standard levels of improvement, and the tenant shall be responsible for insuring and replacing the above building standard levels of improvement, and the tenant shall be responsible for insuring and replacing the above building standard tenant improvements or betterments that made the Premises “customized” for Tenant’s use. Customized improvements include, but not limited to: bullet proof glass, alarm censored doors, wood flooring, and custom cabinetry. Except as otherwise provided herein, if the entire Premises are rendered untenantable by reason of any such damage, all Fixed Minimum Rent and Additional Rent shall abate for the period from the date of the damage to the date the damage is repaired and Landlord obtains a Certificate of Occupancy for Tenant, and if only a part of the Premises are so rendered untenantable, the Fixed Minimum Rent and Additional Rent shall abate for the same period in the proportion that the area of the untenantable part bears to the total area of the Premises; provided, however, that if, prior to the date when all of the damage has been repaired, any part of the Premises so damaged are rendered tenantable and shall be used or occupied by or through Tenant, then the amount by which the Fixed Minimum Rent and Additional Rent abates shall be apportioned for the period from the date of such use or occupancy to the date when all the damage has been repaired.

(b) **Repair to Leasehold Improvements.** Landlord shall have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant shall within thirty (30) days after the Maple Avenue Garage is sufficiently repaired so as to permit the commencement of work by Tenant, commence to repair, reconstruct and restore or replace the Premises (including fixtures, furnishings and equipment) and prosecute the same diligently to completion.
(c) **Termination Right.** Notwithstanding any provision contained herein to the contrary, Tenant shall have the option and right to terminate this Lease if, (a) the Premises shall be so damaged by Casualty that it cannot be fully repaired within one hundred eighty (180) days after the date of damage; (b) during the last eighteen (18) months of the Term of this Lease, the Maple Avenue Garage is damaged by a Casualty in amount exceeding thirty-three and one-third percent (33.33%) of the square footage of the Premises, provided that, in such event, such termination of this Lease shall be effected by written notice within ninety (90) days of the happening of the Casualty causing such damage. This provision shall expressly survive the termination or expiration of this Lease.

9. **INSURANCE**

(a) Tenant shall keep in full force and effect during the Term special form coverage insurance covering Tenant's leasehold improvements, trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises for the full replacement value insuring against physical loss or damage generally included in the classification of "all risk" coverage.

(i) Said insurance shall be written by a company or companies licensed to do business in the state in which the Premises is located and rated Class A XII or better in Bests Key Rating Guide of Property-Casualty Insurance Companies.

(ii) Said insurance shall be in an amount of the full replacement value with a deductible in Tenant's reasonable discretion, which deductible Tenant shall be paid at Tenant's sole cost and expense. The insurance is to cover, in addition to any personal property at the Premises, the above building standard leasehold improvements and betterments incorporated into the premises, whether or not initially installed and/or paid for by the Tenant. The Tenant's aggregate coverage amount must be an amount sufficient to cover both the tenant's personal property at the Premises and the leasehold improvements. So long as the Lease is not terminated pursuant to Paragraph 9 for a casualty, the proceeds of tenant's insurance policy with respect to the tenant improvements shall be used to restore and replace the same.

(b) Tenant agrees to maintain a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Bests Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the state in which the Premises is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies shall provide, among other things, blanket contractual liability insurance. Tenant's policy shall cover the Premises and the business operated by Tenant and shall name Landlord as an additional insured. Landlord is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit.
written by an insurance carrier with a rating at least Class A or better in the Bests Key Rating Guide and licensed to do business in the state in which the Premises is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Landlord’s policy shall name Tenant as an additional insured. Subject to the terms of Paragraph 9(a), Landlord shall maintain casualty insurance covering the entire Maple Avenue Garage and any alterations, improvements, additions or changes made by Landlord thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

(c) Each of the parties hereto agrees to maintain and keep in force, during the Term hereof, all Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers' Compensation Acts.

(d) Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

(e) Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant shall look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer's claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph shall not operate to the extent that they would void coverage under the provisions of any policy of insurance.
10. INDEMNIFICATION

(a) Indemnification of Landlord. Except as otherwise provided in this Lease and subject to Section 10(e), and except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors; or (iii) Landlord’s breach occasioned wholly or in part by any act, omission of Tenant, its agents, employees, contractors or servants. The provisions of this Section shall survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

(b) Indemnification of Tenant. Except as otherwise provided in this Lease and subject to Section 10(e), and except to the extent caused by the negligence or willful misconduct of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord shall protect, defend, indemnify and save Tenant and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from any act, omission or negligence of Landlord, its agents, employees, contractors or servants; The provisions of this Section shall survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

11. EXERCISE OF EMINENT DOMAIN

(a) Taking. An appropriation or taking under the power of eminent domain of all, or a portion, of the Property, are sometimes hereinafter called a “taking.”

(b) Total Taking of the Garage Property. If all of the Garage Property shall be taken this Lease shall terminate and expire as of the date of vesting of title in, or taking of actual physical possession of the Garage Property by, the condemnor, and Landlord and Tenant shall thereupon be released from any and all further liability hereunder except to the extent any such liability hereunder expressly states that it shall survive the termination of this Lease. In such event, Tenant shall be entitled to participate in any condemnation award so as to be compensated for the cost of relocation, removal and decrease in value, as a result of such taking of Tenant's fixtures, equipment and stock-in-trade located in the Premises, goodwill and any other items to which Tenant is entitled under applicable law, and, the value of the leasehold of which Tenant is being deprived for the remainder of the Term hereof so long as any such award made to Tenant shall not reduce any award which may be obtained by Landlord. Nothing in this Section shall be construed as a waiver by Landlord of any rights vested in it by law to recover damages from a condemnor for the taking of its right, title, or interest in the
Garage Property.

(c) **Partial Taking.**

In the event of the taking of:

(i) any portion of the Garage Property, so that the remainder thereof is not reasonably adapted to the continued leasing of the Premises by Tenant; or

(ii) access, whether by a taking or otherwise, of the Garage Property or a portion thereof to adjoining thoroughfares, so that all accessibility is substantially or materially restricted and as a result the continued leasing of the Garage Property by Tenant will become impracticable or unprofitable in Tenant's sole discretion; then Tenant shall have the right to cancel and terminate this Lease as hereinafter provided. Within ninety (90) days after receipt by Tenant from Landlord of written notice that a condemnation action has been commenced, Tenant may, by written notice to Landlord, notify Landlord of its election to terminate this Lease, whereupon the parties shall be released from any and all further obligations under this Lease except to the extent any such obligation hereunder is expressly provided hereunder that the same shall survive the termination of this Lease and Tenant shall share any award or sale price as provided in Section 12(b) hereof.

(d) **Notice of Proceedings.** Upon service on either party hereto of any legal process in connection with any condemnation proceedings, the party so served shall give immediate notice thereof to the other party hereto.

(e) **Temporary Taking.** In the event of a taking of the Garage Property, or any portion thereof, for temporary use (specifically one not exceeding one hundred twenty (120) days in duration), without the taking of the fee simple title thereto, this Lease shall remain in full force and effect, except for Tenant's payment of Fixed Minimum Rent which shall be proportionally abated for any period during which Tenant cannot operate its business from the Premises in the same manner as prior to such temporary taking. All awards, damages, compensation and proceeds payable by the condemnor by reason of such taking relating to the Premises, for periods prior to the expiration of the Lease shall be payable to Tenant. All such awards, damages, compensation and proceeds for periods after the expiration of the Lease shall be payable to Landlord.

(f) **Lease Prevails.** In the event of any taking, the rights and obligations of the parties shall be determined by this Lease and Landlord and Tenant waive any rights at law to the contrary.

**12. UTILITIES**

Tenant shall pay during the Term hereof directly to the appropriate utility company or governmental agency all gas, electric, water, and telephone charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining
all equipment therein, all business licenses and similar permit fees but excluding any installation costs, tap fees and/or connection fees or charges, all of which shall be paid by Landlord. All utilities shall be paid pursuant to separate meters measuring Tenant's consumption of utilities from the Premises, which meter fee shall be Landlord's obligation at its sole cost and expense. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction. Notwithstanding the foregoing, in the event an interruption with such utility services shall continue for more than five (5) consecutive days, and if such interruption is not caused in part by Tenant, and if as a result of such interruption Tenant is unable to operate in the Premises and in fact does not operate in the Premises, then Fixed minimum Rent and all other rent and charges shall abate for the entire period of interruption. Tenant assures Landlord that it shall arrange for an adequate supply of electricity to the Premises and it shall pay for any increased voltage and any additional wiring required addressing the increased capacity.

13. COVENANTS AGAINST LIENS

Tenant covenants and agrees that it shall not, during the Term hereof, suffer or permit any lien to be attached to or upon the Garage Property or the Premises by reason of any act or omission on the part of Tenant or its agents, contractors or employees. In the event that any such lien does so attach, and (i) is not released within thirty (30) days after notice to Tenant thereof, or (ii) if Tenant has not bonded such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Premises or the Garage Property therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord and for other reasonable costs incurred by Landlord in discharging and relieving said lien. The Tenant will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney's fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

14. ASSIGNMENT AND SUBLETTING

Tenant will have the right to assign its interest in this Lease or sublet all or any portion of the Premises to any entity wholly owned or controlled by Tenant or its parent corporation, or to a successor by merger or consolidation, or to any entity that acquires
all or substantially all of Tenant’s assets or stock. The use of the Premises by such assignee or sublessee will be in accordance with the provisions of Section 5. Tenant will remain liable for the performance of the obligations of Tenant pursuant to this Lease. Any other assignment or subletting will require Landlord’s consent, which consent will not be unreasonably withheld, conditioned or delayed.

15. NOTICES

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the Landlord: with a copy to:

City Manager Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
Evanston, IL 60201 Evanston, IL 60201

If to Tenant:

Enterprise Leasing Company of Chicago, LLC
1050 N. Lombard Road
Lombard, IL 600148
Attention: Vice President/General Manager

With a copy to:
Enterprise Holdings Inc.
600 Corporate Park Blvd.
St. Louis, Mo 63105
Attention: Real Estate Department

For purposes of this Lease, a notice shall be deemed given upon the date of actual receipt thereof or the date of proof of rejection thereof if delivered by hand or overnight courier service.

16. RIGHT TO GO UPON PREMISES

Landlord hereby reserves the right for itself or its duly authorized agents and representatives at all reasonable times during business hours of Tenant upon at least forty-eight (48) hours prior notice to Tenant and accompanied by a representative of Tenant (which may be the store manager or assistant manager) to enter upon the Premises for the purpose of inspecting the same and of showing the same to any
prospective purchaser or encumbrance or tenant, and for the purpose of making any repairs which Landlord is required hereunder to make on the Garage Property, but any such repairs shall be made with all due dispatch during normal construction trade working hours, and in such manner as to minimize the inconvenience to Tenant in the conduct of its business, it being agreed that in the event of a necessity of emergency repairs to be made by Landlord, Landlord may enter upon the Premises forthwith to effect such repairs. Landlord will make every effort to relocate tenant to avoid temporary closure of business. Notwithstanding the foregoing, in the event that due to an entry by or on behalf of Landlord into the Premises, Tenant's use is materially interfered with and Tenant, from the standpoint of prudent business management, cannot open and operate the Premises for business for two (2) consecutive days, all Fixed Minimum Rent and other charges payable by Tenant hereunder shall equitably abate commencing after such second (2nd) day, and continuing until such repairs are completed, unless such entry is required as a result of Tenant’s negligence or intentional misconduct.

17. DEFAULT

(a) Tenant Default.

(i) Events of Default. Including, but not limited to, the following events shall be deemed to be an "event of default" hereunder by Tenant subject to Tenant’s right to cure:

a. Tenant shall fail to pay any item of Fixed Minimum Rent per Section 3 at the time and place when and where due and does not cure such failure within ten (10) business days after receipt of notice from Landlord of such failure;

b. Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease or if any of Tenant’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, by Tenant, and Tenant shall not cure such failure within thirty (30) days after Landlord's written notice thereof to Tenant. In the event Tenant cannot comply with such term, provision, or warranty, within said thirty (30) day period, Tenant shall not be in default if Tenant is diligently and continuously making an effort to comply with such term, provision, covenant or warranty and Tenant completes the cure of the default; or

c. Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

(ii) Remedies. Upon the occurrence of an event of default, Landlord may, so long as such default continues, as permitted by law and subject to Landlord’s obligation to use good faith efforts to mitigate damages, either:
a. terminate this Lease by written notice to Tenant, which written notice shall specify a date for such termination at least fifteen (15) days after the date of such written termination notice and such termination shall be effective as provided in such written notice unless Tenant shall cure such default within such notice period, or not terminate this Lease as a result of the default of Tenant. If Tenant shall fail to surrender the Premises upon such termination, Landlord may thereupon, reenter the Premises, or any part thereof, and expel or remove therefrom Tenant and any other persons occupying the same, using such means provided by law;

b. without terminating this Lease, Landlord may evict Tenant (by any means provided by law) and let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term hereof, or for a period of time in excess of the remainder of the Term hereof, and out of any rent so collected or received, Landlord shall first pay to itself the expense of the cost of retaking and repossessing the Premises and the expense of removing all persons and property therefrom, and shall, second, pay to itself any costs or expenses sustained in securing any new tenant or tenants (provided that such amount shall not include any amounts incurred to restore the Premises to more than the condition originally delivered to Tenant), and shall third, pay to itself any balance remaining, and apply the whole thereof or so much thereof as may be required toward payment of the liability of Tenant to Landlord then or thereafter unpaid by Tenant; each party shall use commercially reasonable efforts to mitigate its damages in the event of default by the other party, or

c. pursue such other remedies as are available at law or in equity.

(b) Landlord Default. Should Landlord default in the performance of any covenant, provision, warranty, condition or agreement herein, or if any of Landlord's representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, and such default in the case of any failure by Landlord to pay any sum required to be paid to Tenant hereunder, continues for ten (10) business days after notice thereof from Tenant, or in case of any non-monetary default, continues for thirty (30) days after receipt by Landlord of written notice thereof from Tenant (except as otherwise provided herein), or if the default of Landlord is of a type which is not reasonably possible to cure within thirty (30) days, if Landlord has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), Tenant in addition to any and all other remedies which it may have at law and/or in equity including the right to seek injunctive relief without posting a bond or the obligation to prove irreparable harm, may pay or perform any obligations of Landlord hereunder and deduct the cost thereof from each installment of annual Fixed Minimum Rent payable pursuant to the terms of this Lease; provided, however, in no event shall the amount of any such deduction exceed ten percent (10%) of the Fixed Minimum Rent payable on a monthly basis; provided, further, Tenant shall not have the right to terminate this Lease except as expressly permitted herein.
18. SIGNS

Tenant may keep its existing signage at the Premises. If Tenant seeks to replace the sign, Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold, condition or delay its consent to a sign over the new entrance to the Premises which complies with applicable laws.

19. REPRESENTATIONS AND WARRANTIES

(a) Landlord represents, warrants and covenants to Tenant that, to Landlord’s knowledge, the following is true as of the Effective Date:

(i) all of the Premises is zoned for commercial purposes, and the Permitted Use is permitted under the applicable zoning designation, and that the Premises and Garage Property are presently properly subdivided in conformity with all applicable laws;

(ii) Landlord is the fee simple owner of the Premises;

(iii) the Premises is subject to no restrictions or continuing regulations of any kind or nature whatsoever incompatible with the Permitted Use and that there are no restrictions in any agreement by which Landlord is bound (including, but not limited to, Landlord’s insurance policies) which would adversely affect Tenant’s right to use the Premises for the Permitted Use during the Term;

(iv) the Premises are in good working order and condition, the roof is watertight and all utility systems are functional;

(v) there are no exceptions to title with respect to and/or encumbrances on the Premises which would interfere with Tenants proposed use of the Premises;

(vi) Landlord has no notice of any proposed Assessments other than as reflected on the current tax bill;

(vii) Landlord has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises;
(viii) Landlord has no knowledge of any condition that would preclude Tenant from obtaining all Tenant’s permits and licenses necessary for Tenant to open for business and operate for the Permitted Use;

(ix) if Landlord is a corporation, limited liability company, partnership or trust, Landlord covenants that it is duly constituted under the laws of the state of its organization, and that its officer, member, manager, partner or trustee who is acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the entity or trust; and

(x) there are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Landlord or the Garage Property which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

(xi) no third party has the right to object to Tenant’s tenancy hereunder, prohibit the selling of any products sold by Tenant or the uses allowed herein or the right to consent to any feature of the Premises or Tenant’s signage.

(xii) there are no mortgages, prime leases, deeds to secure debt, deeds of trust, or other instruments in the nature thereof, affecting Landlord or its interest in the Premises.

(b) All representations and warranties, covenants and indemnities contained in this Lease shall survive the expiration or earlier termination of this Lease.

(c) Deliveries. Subject to governmental regulations, Tenant shall have the right to accept deliveries and unload merchandise in its designated loading area adjacent to the front of the Premises, during 9:00 a.m. to 6:00 p.m. seven (7) days a week.

20. HOLDING OVER; END OF TERM

(a) If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at one hundred twenty five percent (125%) of the Fixed Minimum Rent in effect upon the expiration or termination of the immediately preceding term or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

(b) Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order, condition and repair as when received by Tenant; ordinary wear and tear, casualty and condemnation excepted. This provision shall expressly survive the termination or expiration of this Lease.
(c) With the exception of Tenant’s motor vehicles, any property, equipment, or product remaining in the Premises upon expiration of this Lease shall be considered abandoned and property of the Landlord.

21. EXPENSES OF ENFORCEMENT

The Parties shall bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties. Neither Party may seek recovery of expenses of enforcement of obligations under this Lease.

22. SUCCESSORS IN INTEREST

Each and all of the covenants, agreements, obligations, conditions and provisions of this Lease shall inure to the benefit of and shall bind the successors and permitted assigns of the respective parties hereto.

23. REMEDIES ARE CUMULATIVE

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law.

24. QUIET POSSESSION

Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

25. ALTERATION

(a) Changes Required by Law. Any structural changes, alterations or additions in or to the Premises which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority shall be made at the sole cost and expense of Landlord, including but not limited to asbestos removal and disposal and interior and exterior compliance with the Americans with Disabilities Act (ADA) etc. Notwithstanding the foregoing, if any such changes, alterations or additions are required as a result of improvements made by Tenant during the Term hereof or due to Tenant’s use of the Premises, such changes, alterations or additions shall be made at the sole cost and expense of Tenant. Tenant may contest the validity of any such law, rule, regulation or order, but shall indemnify and save Landlord harmless against the consequences of continued violation thereof by Tenant pending such contest.
(b) **Alterations During Term.** Tenant shall be permitted to perform interior, nonstructural alterations to the Premises and to revise the interior layout of the Premises. Tenant shall obtain Landlord's written consent to any other alterations or construction which affects the structural nature of the Premises, which consent shall not be unreasonably withheld, conditioned or delayed.

### 26. HAZARDOUS SUBSTANCES

(a) Tenant agrees that, except as herein set forth, it shall not generate, use, store, handle or dispose of on or transport over the Premises any Hazardous Substances (defined below) in violation of any Environmental Laws (defined below), except as such incidental amounts of Hazardous Substances as may be required for Tenant to conduct the Permitted Use.

(b) If, at any time during the Term, Hazardous Substances are found in the Premises or at the Premises, then, in such event:

(i) with regard to any Hazardous Substances existing, or future Hazardous Substances, on the Garage Property prior to the Commencement Date and throughout the Term of the Lease or that Landlord shall have caused, Landlord shall remove same, in compliance with applicable Environmental Laws, at Landlord’s sole cost and expense. Landlord shall defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Substances (whether alleged or real) and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Landlord described in this subsection shall survive the termination or expiration of this Lease.

(ii) with regard to any Hazardous Substances caused by Tenant or its agents, contractors or employees, Tenant shall remove same, in compliance with applicable Environmental Laws, at Tenant’s sole cost and expense. Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses and/or liabilities (including reasonable attorneys’ fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Substances (whether alleged or real) present due to Tenant and/or regarding the removal and clean-up of same or resulting from the presence of such Hazardous Substances. The representation, warranty and indemnity of Tenant described in this subsection shall survive the termination or expiration of this Lease.

(c) In the event that during the Term of this Lease, Tenant is prevented from performing Tenant’s Work and/or Tenant shall be unable to operate for a period of thirty (30) days or more for the Permitted Use at the Premises and ceases operating at the Premises as a result of the existence or remediation of Hazardous Substances located at the Premises which were not caused by Tenant or its agents, contractors or employees, then Fixed Minimum Rent, Additional Rent and all other charges due hereunder shall
equitably abate, in accordance with the portion of the Premises used by Tenant, until such time as Tenant is able to resume the performance of Tenant's Work and/or the operation of its business in the Premises. If Fixed Minimum Rent and other charges shall be so abated for a period of three hundred sixty-five (365) days, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord.

(d) The term “Hazardous Substance” includes, without limitation, any material or substance which is (i) defined or listed as a “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste” or “hazardous substance” or considered a waste, condition of pollution or nuisance under any Environmental Law (as defined below); (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos and any asbestos containing materials; and/or (iv) substances known to cause cancer and/or reproductive toxicity. The term “Environmental Law” shall mean any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree, judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits, licenses, plans, approvals and other operating authorizations whether currently in force or hereafter enacted relating to health, industrial hygiene or the environmental conditions on, under or about the Premises or the Garage Property, as such laws are amended and the regulations and administrative codes applicable thereto. It is the intent of the parties hereto to construe the terms “Hazardous Substance” and “Environmental Law” in their broadest sense.

27. GENERAL CONDITIONS

(a) Time is of the essence of this Lease. Any deadlines in this Lease which cannot be met because of delays caused by governmental regulations, inability to procure labor or materials, strikes, acts of God, or other causes (other than financial), beyond the control of Landlord or Tenant (“Force Majeure”) shall be extended by the amount of time caused by such delays; provided, however, the payment of rent shall not be excused. Notwithstanding anything herein to the contrary, the failure by Landlord to construct the Premises according to building code and/or to receive timely inspections by the necessary authorities due solely to the negligence, misconduct or financial inability of Landlord or Landlord's contractors, employees or representatives shall not constitute Force Majeure. In order for Landlord to claim the occurrence of Force Majeure, Landlord must have notified Tenant in writing of such occurrence within twenty (20) business days after the initial occurrence.

(b) No waiver of any breach of the covenants, agreements, obligations and conditions of this Lease to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition or provision hereof.

(c) Tenant shall not be responsible for the payment of any commissions in relation to the leasing transaction represented by this Lease. Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease (herein collectively “Brokers”). Each party shall hold the other party harmless from all
damages, claims, liabilities or expenses, including reasonable and actual attorneys’ fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt, except for the Brokers.

(d) The use herein of any gender or number shall not be deemed to make inapplicable the provision should the gender or number be inappropriate to the party referenced. All section headings, titles or captions contained in this Lease are for convenience only and shall not be deemed part of this Lease and shall not in any way limit or amplify the terms and provisions of this Lease.

(e) Landlord and Tenant have negotiated this Lease, have had the opportunity to be advised respecting the provisions contained herein and have had the right to approve each and every provision hereof; therefore, this Lease shall not be construed against either Landlord or Tenant as a result of the preparation of this Lease by or on behalf of either party.

(f) If any clause, sentence or other portion of this Lease shall become invalid or unenforceable, the remaining portions thereof shall remain in full force and effect.

(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent shall not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

(h) If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(i) Landlord hereby agrees that it shall maintain all confidentiality with regard to entering into this Lease, the opening for business by Tenant in the Premises and any financial information contained hereunder or obtained from Tenant during the Term of this Lease, other than disclosures to necessary third parties and Landlord shall not release any material whatsoever to the press or any news media without the prior written approval of Tenant, which approval may be withheld in Tenant’s sole discretion.

(j) Each covenant hereunder of Landlord, whether affirmative or negative in nature, is intended to and shall bind the Landlord and each successive owner of the Premises and their respective heirs, successors and assigns.

(k) There shall be no personal liability on Landlord, its elected officials, officers, employees, agents, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the then owner’s interest in the Premises (including but not limited to any insurance
proceeds, rents, or judgments) for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

(l) Landlord hereunder shall have the right to assign, sell or transfer Landlord’s interest in this Lease or the Premises with consent of Tenant, which shall not be unreasonably withheld. In the event of any such transfer, the transferee shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(m) The parties agree this Lease shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

(n) This Lease shall become effective on the day that this Lease shall be executed by the last of the parties hereto to execute this Lease (herein “Effective Date”).

(o) There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

28. SUBORDINATION

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, prime lease, deed to secure debt, deed of trust, or other instrument in the nature thereof, which may now or hereafter affect Landlord or its interest in the Premises; provided, however, that the foregoing subordination shall with respect to any future debt, mortgage, prime lease, deed of trust or other instrument only, be conditioned upon the holder of such mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof providing Tenant with a non-disturbance agreement to Tenant on such lender’s or prime landlord’s standard form with mutually agreed upon changes with Tenant. If the holder of any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action, termination of a prime lease or delivery of a new lease, then Tenant shall attorn to and recognize such successor as landlord under this Lease and such successor shall not disturb Tenant of its possession of the Premises as long as Tenant is not in default under the Lease and this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease. Tenant and Landlord’s successor shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such subordination, nondisturbance and attornment.
29. **WAIVER OF LANDLORD’S LIEN**

Landlord will not claim or have a lien of any kind, be it contractual or statutory, on or against Tenant’s motor vehicles for non-payment of Rent, default by Tenant or any other reason, and Landlord hereby waives all such liens available to Landlord.

30. **RESTRICTIVE COVENANT**

With the exception of the Landlord’s current agreement with I-Go and any renewal or new lease agreements with I-Go or an affiliated entity of I-GO, in the parking garage, in consideration of the rent, during the term hereof and any term extensions, neither Landlord nor any persons associated and/or affiliated with Landlord including, but not limited to partnerships in which a member of Landlord is a partner therein (“Landlord’s Affiliates”) shall permit or make a lease with or grant a right to any other person, corporation, partnership or entity engaged in such business which would permit the use of any portion of the Parking Garage for vehicle rental or leasing. In the event of any violation of this section by Landlord then, in addition to any other rights the Tenant may have at law or equity, Tenant’s rent and all other charges under this Lease shall thereafter abate and Tenant shall also have the right to terminate this Lease upon 30 days written notice and without further obligation of rent. Furthermore, provided the Lease has not been terminated by virtue of Tenant default, Landlord agrees not to permit any portion of the Parking Garage to be used for vehicle rental or Leasing purposes for a period of 12 months following the expiration or earlier termination of this lease by Tenant. This provision shall survive the expiration of this Lease.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by officers or agents thereunto duly authorized and the effective date is the date executed by the City.

Landlord:

CITY OF EVANSTON,
An Illinois municipal corporation

By: __________________________________________
Name: Erika Storlie
Title: Interim City Manager

Dated: ________________________, 2019

Tenant:

ENTERPRISE LEASING COMPANY OF CHICAGO, LLC
A Delaware Limited Liability Company

By: __________________________________________
Name: Jeffrey D. Wilder
Title: Vice President/General Manager

Dated: ________________________, 2019
EXHIBIT A
LEGAL DESCRIPTION

PART OF LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A
RESUBDIVISION OF PART OF DEMPSTER’S SUBDIVISION OF BLOCK 66 OF THE
VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS, PART OF THE CHICAGO AND
NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO,
MILWAUKEE AND ST. PAUL RIGHT OF WAY); PART OF BLOCK 18 IN THE
VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN THE CIRCUIT COURT
SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK’S DIVISION OF
UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST
RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE
SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK
COUNTY, ILLINOIS.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Hugh DuBose, Assistant City Attorney
Subject: Ordinance 169-O-19, Class D Liquor License Increase for Old Neighborhood Grill
Date: November 25, 2019

Recommended Action:
The Local Liquor Commissioner recommends City Council adoption of Ordinance 169-O-19, amending Class D Liquor License from fifty-nine (59) to sixty (60) for Old Neighborhood Grill Inc., d/b/a Old Neighborhood Grill, 2902 Central Street, Evanston, IL 60201. Alderman Suffredin requests suspension of the rules for Introduction and Action at the November 25, 2019 City Council Meeting.

Council Action:
For Introduction and Action

Summary:
Ordinance 169-O-19 amends Evanston City Code of 2012 Subsection 3-4-6(D), as amended, to increase the number of Class D Liquor Licenses fifty-nine (59) to sixty (60) and permit issuance of a Class D license to Old Neighborhood Grill. This license will permit the retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the premises. John P. Tasiopolulos (owner) submitted the application materials. Old Neighborhood Grill’s previous license expired on September 14, 2019.

Legislative History:
At the November 19, 2019, Liquor Control Review Board meeting, Old Neighborhood Grill, requested consideration of an application for a Class D liquor license.

Attachments:
Ordinance 169-O-19 Class D Liquor License Increase Old Neighborhood Grill
Old Neighborhood Grill Application
169-O-19

AN ORDINANCE

Amending City Code Section 3-4-6(D) to Increase the Number of Class D Liquor Licenses from Fifty-Nine to Sixty Old Neighborhood Grill Inc., d/b/a Old Neighborhood Grill, 2902 Central, Evanston, IL 60201

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Type</th>
<th>Consume on site</th>
<th>Consume off site</th>
<th>Initial Fees</th>
<th>Renew Fees</th>
<th>Licenses</th>
<th>Location Limit</th>
<th>Permitted Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Restaurant</td>
<td>Liquor</td>
<td>None</td>
<td>$2,800</td>
<td>$2,800</td>
<td>59-60</td>
<td>None</td>
<td>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-nine (59) to sixty (60) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant”, as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.

The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-nine (59) sixty (60) such license(s) shall be in force at any one (1) time.

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

Introduced: _________________, 2019

Approved:__________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest: ____________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
# City of Evanston

## Application for Liquor License

### 1. APPLICANT

<table>
<thead>
<tr>
<th>Corporation name:</th>
<th>OLD NEIGHBORHOOD GRILL, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name:</td>
<td>OLD NEIGHBORHOOD GRILL</td>
</tr>
<tr>
<td>Previous business name (if dba changed):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business address (city, state, zip code):</th>
<th>2902 CENTRAL ST.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Business telephone:</th>
<th>847-492-9500</th>
</tr>
</thead>
</table>

### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

<table>
<thead>
<tr>
<th>Address applying for liquor license (exact street address):</th>
<th>2902 CENTRAL ST.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):</th>
<th>SINGLE STORE FRONT - NO BASEMENT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is the business required to be located within the &quot;Retail Package Store Area&quot;?</th>
<th>☐ Yes ☑ No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If yes, is it located within the &quot;Retail Package Store Area&quot;?</th>
<th>☐ Yes ☑ No</th>
</tr>
</thead>
</table>

### 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

<table>
<thead>
<tr>
<th>Business type:</th>
<th>☑ Restaurant ☐ Hotel ☐ Package Store ☐ Grocery Store ☐ BrewPub</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Craft Distillery ☐ Craft Brewery ☐ Craft Winery ☐ Other (explain):</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Describe the nature of the business / kind of business:</th>
<th>COUNTER SERVICE RESTAURANT / FAST CASUAL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Liquor to be served and/or sold:</th>
<th>☑ Alcoholic liquor ☐ Beer &amp; Wine only ☐ Beer Only ☐ Wine only</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Days and times liquor is served:</th>
<th>☑ Sunday 12:00 to 11:00 ☑ Monday ☐ Tuesday 5:00 to MIDNIGHT ☑ Wednesday 5:00 to MIDNIGHT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Thursday 5:00 to 2:00 ☑ Friday 5:00 to 2:00 ☑ Saturday 11:00 to 2:00 AM</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Liquor sold or served by:</th>
<th>☑ Glass ☑ Bottle ☑ Can ☐ Waitstaff and/or ☑ Over the counter</th>
</tr>
</thead>
</table>
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?
   If your response is "No," skip this section and proceed to section 5.
   □ yes □ no

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?
   □ yes □ no

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?
   □ yes □ no

D. How many tables are or will be in the restaurant? 54

E. Is there an existing or proposed menu? If your response is "no", please create a proposed menu before applying. If your response is "Yes," please attach the menu.
   □ yes □ no

F. Does the restaurant currently hold or has applied for a City of Evanston food license?
   If your response is "Yes," what is the expected issue date?
   □ yes □ no

5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?
   □ yes □ no

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?
   □ yes □ no

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?
   □ yes □ no

D. Does the hotel have at least 50 regular rooms for transients?
   □ yes □ no

E. Does the hotel currently hold or has applied for a City of Evanston food license?
   If your response is "Yes," what is the expected issue date?
   □ yes □ no

6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?
   □ yes □ no

B. Is the package store premises located in the "retail package store area" as defined by the attached map?
   □ yes □ no

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?
   □ yes □ no

D. Has the applicant reviewed the Liquor Code definition of a "package store"?
   □ yes □ no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8.
   □ yes □ no

B. Does the grocery store premises consist of a grocery store and combination store under one roof?
   □ yes □ no

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?
   □ yes □ no

D. Does the grocery store currently hold or has applied for a City of Evanston food license?
   If your response is "Yes," what is the expected issue date?
   □ yes □ no
### 6. BUSINESS SPECIFIC INFORMATION (BrewPub)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>How many tables are or will be in the brewpub? What is the seating capacity?</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Is there an existing or proposed menu? If your response is “No”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? If “No” provide date when you will apply:</td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license:</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td></td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license:</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Does the craft brewery intend to have a tasting room?</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

- **A.** Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is "No," skip this section and proceed to section 12.
  - [ ] yes  [x] no

- **B.** Does the craft winery possess a valid craft distiller license from the State of Illinois? If "No", Please provide date you intend to obtain you license: ____
  - [ ] yes  [ ] no

- **C.** Does the craft winery intend to have a tasting room?  
  If "Yes", What is the seating capacity? ____
  - [ ] yes  [ ] no

- **D.** Does the craft winery intend to offer retail sale of beer for on site consumption? If "Yes" you must offer food service. Please upload a proposed menu.
  - [ ] yes  [ ] no

- **E.** Is there an existing or proposed menu? If your response is "Yes," please attach the menu.
  - [ ] yes  [ ] no

- **F.** Does the craft winery currently hold or has applied for a City of Evanston food license?  
  If your response is "Yes," what is the expected issue date? ____
  - [ ] yes  [ ] no

- **G.** Has the applicant reviewed the Liquor Code definition and class description of a "craft winery"?  
  - [ ] yes  [ ] no

### 12. PREMISES OWNERSHIP INFORMATION

- **A.** Does the corporation own the premises for which this liquor license is being sought? If your response is "Yes," attach a copy of ownership and proceed to section 13.
  - [ ] yes  [x] no

- **B.** Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?
  - [x] yes  [ ] no

- **C.** What is the period covered by the lease? 11/11/18 to 10/31/2022

- **D.** What is the name of the Landlord? **GREENWOOD PARTNER**

- **E.** What is the address of the Landlord? (please include city, state, and zip code.) **GREENWOOD PARTNER - PO BOX 926 - WILMINGTON, DE 19899**

### 13. ELIGIBILITY QUESTIONS

- **A.** Has the owner or any relative had a business or liquor license revoked?
  - [ ] yes  [x] no

- **B.** Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?
  - [x] yes  [ ] no

- **C.** Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?
  - [x] yes  [ ] no

- **D.** Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: __________
  - [ ] yes  [x] no

- **E.** Has the owner received assistance in preparing this application? If the response is "Yes," please provide the information below.
  - [ ] yes  [x] no

  - name: __________  
  - address: __________  
  - telephone: __________  
  - relationship: __________
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

[Signature of Applicant]

[Date]

[11/09/2019]
City of Evanston Liquor License Application

AFFIDAVIT

State of Cook
County of

The undersigned hereby makes application for a Class ___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 13th day of November, 2019

Notary Public

(Seal)
R.L. Insurance Company
9025 N. Lindbergh Dr., Peoria IL 61615
Phone: (309)682-1000 Fax: (309)683-1610

ACKNOWLEDGEMENT OF SURETY

STATE OF  Illinois  
COUNTY OF Peoria  

On this  7th  day of  May,  2019, before me, a Notary Public in and for said County, personally appeared  Barton W. Davis  personally known to me, who being by me duly sworn did say that he/she is the aforesaid Attorney In Fact of  RL Insurance Company  of Peoria, Illinois, corporations duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:

01-07-2020

Notary Public

KATHRYN M. SWEARINGEN
"OFFICIAL SEAL"
My Commission Expires
January 7, 2020
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: ___

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, of the City of ____________ and State of ____________, a corporation organized and existing under the laws of the State of ____________, organized and existing under the law of the State of ____________, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereto of the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this __________, DAY OF __________, 20__.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the ____ DAY OF ____________, 20__.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinafter described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
CONTINUATION
CERTIFICATE

RLI Insurance Company hereby continues in force Bond No. LSM0913107
briefly described as Restaurant With Liquor Sales
bound unto the City Of Evanston
on behalf of The Old Neighborhood Grill Inc.

Location Name & Address: Bill To Name & Address: (If different)
The Old Neighborhood Grill Inc. 
2902 Central St
Evanston, IL 60201

in the sum of $ 2,500.00 Dollars, for the term beginning August 4, 2019 and
ending August 4, 2020 subject to all the covenants and conditions of the original bond referred to above.

This Continuation Certificate is executed upon the express condition that the Undersigned company's liability
under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative
and shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 7th day of May, 2019

RLI Insurance Company
By

Barton W. Davis
Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE OBLIGEE.
**City of Evanston Annual Liquor License Application**

**SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM**
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

<table>
<thead>
<tr>
<th>Corporation/Partnership Name:</th>
<th>OLD NEIGHBORHOOD GRILL, INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td>OLD NEIGHBORHOOD GRILL</td>
</tr>
</tbody>
</table>

**PERSONAL INFORMATION**

- **First Name:** JOHN P. TAOPOULOS
- **Last Name:** TAOPOULOS
- **Middle Initial:** M.
- **Title:** Sole Owner
- **% of Stock Ownership:** 100.
- **Current Residential Address:** [Redacted]
- **Home Phone:** [Redacted]
- **Work Phone:** 847-492-9500
- **Cell Phone:** 847-492-9500
- **Date of Birth (MM/DD/YYYY):** 10/14/1963
- **Place of Birth (City, State and Country):** TRIPOLI, GREECE
- **Are you a citizen of the United States?** Yes
- **Naturalization Information:**
  - **Naturalized Citizen:** Yes
  - **Naturalization Information:**
    - **Date:** 10/14/1963
    - **City:** CHICAGO
    - **State:** IL
    - **County:** COOK

**RESIDENCE/ADDRESS HISTORY** (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>Address 1:</th>
<th>847-492-9500</th>
<th>City: WILMETTE</th>
<th>State: IL</th>
<th>Zip: 60091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 3:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EMPLOYMENT HISTORY** (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OLD NEIGHBORHOOD GRILL</td>
<td>Owner/Operator</td>
<td>11/2008</td>
<td></td>
</tr>
<tr>
<td>2902 CENTRAL ST. EVANSTON, IL</td>
<td>60201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone: 847-492-9500</td>
<td>Reason for Leaving: N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: [Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: [Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

City of Evanston Liquor License Application (Rev June 2017) Supp. C/Background Form: Page 10 of 15
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: OLD NEIGHBORHOOD GRILL INC.
Corporate Address: 1360 WILMETTE AV. WILMETTE, IL 60091

Corporate Ph #: 847-929-8500 Corporate Email: jpt@aol.com

Business Status:

Date Corporation/Partnership was Organized: 06/2007
State Articles of Incorporation/Organization filed: ILLINOIS
Date Articles of Incorporation/Organization filed with Secretary of State: 07/2007
Date Certification of Incorporation/Organization was issued by Secretary of State: 10/2007
Are there any amendments to Articles of Incorporation? ☑ Yes ☐ No
(If yes, provide date filed)

What are the total shares of stock created by this Corporation?

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN P. TATTOPOULOS</td>
<td>100%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? ☑ Yes ☐ No
If no, explain:

Has the Corporation attached evidence of Good Standing with the State of Illinois? ☑ Yes ☐ No
If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? ☑ Yes ☐ No
If no, explain:

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation? To maintain & run A fast Casual Restaurant

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? ☑ Yes ☐ No

City of Evanston annual Liquor License Application (Rev. 03/05/2015) Supp. A/Corp Info: Page 7 of 15
City of Evanston annual Liquor License Application

ADDITIONAL INFORMATION:

A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?  
   • If yes, please attach a copy of your BASSET certification.  
   • If no, when do you expect to complete BASSET certification:  
     [N/A] [Yes] [No]

B. Have you completed the fingerprint/background check process with the City of Evanston?  
   • If no, when do you expect to submit fees and fingerprints?  
     [Yes] [No]

C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?  
     [Yes] [No]

D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?  
     [Yes] [No]

E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?  
     [Yes] [No]

F. Were you ever convicted of a felony?  
   If yes, please provide date, details and final disposition.  
     [Yes] [No]

G. Were you ever arrested or convicted of any alcohol/drug related violation,  
   including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI),  
   public intoxication, or underage consumption of alcohol?  
   If yes, please provide date, location, details regarding the violation, and final disposition.  
     [Yes] [No]

H. Have you had a liquor license in any other jurisdiction.  
   If Yes, set forth all details regarding same.  
     [Yes] [No]
     CHICAGO, ILLINOIS FROM 7/1/1984 TO 7/1/1989

If you have answered "Yes" to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
City of Evanston annual Liquor License Application

WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission

☑ YES ☐ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

[Signature]

Date 11/09/2019

[Seal]

State of ILLINOIS )
County of COOK ) SS.
Subscribed and Sworn to before me this 13th day of November, 2019.

[Seal]

Notary Signature

City of Evanston Liquor License Application (Rev June 2017) Supp. C/Background Form: Page 12 of 15

Page 16 of 32
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 847-291-9971 847-498-8851
Economoy Insurance Agency
450 Skokie Blvd
Suite 302
Northbrook, IL 60062-7909

INSURED
The Old Neighborhood Grill, Inc.
2902 Central St
Evanston, IL 60201

COVERAGEs CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>RISK</th>
<th>TYPE OF INSURANCE</th>
<th>ADD/SUBMIT</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>✓</td>
<td>✓</td>
<td>604697948</td>
<td>11/22/2019 11/22/2020</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td>604698518</td>
<td>11/22/2019 11/22/2020</td>
</tr>
<tr>
<td></td>
<td>LIQUOR LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td>604697948</td>
<td>11/22/2019 11/22/2020</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston Code section 3-4-4.

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Page 17 of 32
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD ESTABLISHMENT LICENSE

THE OLD NEIGHBORHOOD GRILL, INC.

Is Hereby Licensed To Operate

OLD NEIGHBORHOOD GRILL

Located At

2902 CENTRAL ST

As A Food Establishment Under License Number

08FOOD-0189

No license shall be assigned, sold or transferred, nor shall any license authorize any person other than the applicant to conduct business under such license.

This license expires December 31, 2019.

Linda Thomas-Smith
Director, Department of Health & Human Services

February 15, 2019
Date Printed

THIS LICENSE MUST BE POSTED AT ALL TIMES SO AS TO BE CLEARLY VISIBLE TO ALL PATRONS.
LANA DEMYANYK

Has diligently and with merit completed the
On-Premise BASSET: Alcohol Certification on 11/12/2019

from the American Safety Council.

Signature:

Jeff Pafan
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE OLD NEIGHBORHOOD GRILL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 01, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS,

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH
day of NOVEMBER A.D. 2019.

Jesse White
SECRETARY OF STATE
Fwd: Receipt for Liquor License Background/Fingerprint Fee Form - pi_0Fe5wlcCdddWLXIG2LlvkZ70
1 message

John Tasi <jtasi68@gmail.com>
To: Gonzalez Maricela <mgonzalez@cityofevanston.org>

Wed, Nov 13, 2019 at 4:59 PM

Thank You,

John

Begin forwarded message:

From: "City of Evanston" <no-reply@wuloo.com>
Date: November 12, 2019 at 2:26:46 PM CST
To: jtasi68@gmail.com
Subject: Receipt for Liquor License Background/Fingerprint Fee Form - pi_0Fe5wlcCdddWLXIG2LlvkZ70
Reply-To: hbeata@cityofevanston.org

City of Evanston

Receipt for Liquor License Background/Fingerprint Fee Form - pi_0Fe5wlcCdddWLXIG2LlvkZ70

Message for me friends!

Billing Address
John Tasiopoulos
2902 Central St.
Evanston ,Illinois 60201
US

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $43.25
ONION RINGS $3.99

FRIED MUSHROOMS $3.99

FRIED ZUCCHINI $3.99

MOZZARELLA STICKS $3.99

TATER TOTS $2.29

FRIED PICKLES $3.99

PIZZA PUFF $2.79

GARLIC BREAD $1.99

TZATZIKI & PITA $3.99

HUMMUS & PITA $3.99

CLASSICS

HOT DOG $2.79
CHOPPED SALAD
Chicken or Gyros, lettuce, pita, red onion, tomato, and feta tossed in a red wine vinaigrette.

CAESAR SALAD
Romaine lettuce, croutons, parmesan, and house made Caesar dressing.

WEDGE SALAD
Iceberg wedge, bacon, tomato, cucumber, red onion, crumbled blue cheese, topped with ranch dressing.

SIDE SALAD

CHILI

JUMBO WINGS
Choice of BBQ, Mild, Hot, or Greek

6 WINGS

12 WINGS

24 WINGS
GRILLED CHICKEN $5.49
BBQ CHICKEN $5.69
BUFFALO CHICKEN $5.99
BREADED CHICKEN $5.69
GRILLED CHEESE $3.99

SPECIALTY SANDWICHES & WRAPS
Add fries for $1

CHICKEN PARMESAN SANDWICH $5.99
HOMEMADE PULLED PORK $7.49
BBQ CHICKEN WRAP $6.49
CAESAR CHICKEN WRAP $6.49
GREEK DINNERS

Served with salad, pita, and your choice of Fries, Greek Potatoes, or Greek Rice.

SPANAKOPITA DINNER $7.99
GYROS DINNER $8.49
1/2 GREEK CHICKEN DINNER $8.99
1/2 BBQ CHICKEN DINNER $8.99
WHOLE GREEK CHICKEN DINNER $12.49
WHOLE BBQ CHICKEN DINNER $12.49
GREEK SHRIMP DINNER $12.99
CHICKEN KABOB DINNER $8.99
MINI CHEESE PIZZA  $6.35

HOME (/#HOME-SECTION)  MENU (/#MENU-SECTION)

RESTAURANT (/#RESTAURANT-SECTION)  DRINKS (/#DRINKS-SECTION)

HOT DOG  CATERING MENU (/#CATERING-MENU-SECTION)  $6.35

CORN DOG  $6.35

GRILLED CHEESE  $6.35

1/4 HAMBURGER  $6.35

1/4 CHEESEBURGER  $6.35

CHICKEN NUGGETS  $6.35

MAC & CHEESE  $6.35

Served with garlic bread & a drink
Sunday: 12pm - Close
Monday - Friday: 5pm - Close
Saturday: 11am - Close
<table>
<thead>
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<tr>
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<td>New Belgium Voodoo</td>
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<tr>
<td>Old Style 16Oz Can</td>
<td>$4</td>
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<tr>
<td>PBR 16Oz Can</td>
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<tr>
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<tr>
<td>Revolution Anti-Hero</td>
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<td>Wine</td>
<td>Price</td>
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<td>LA TERRE CHARDONNAY</td>
<td>$7</td>
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<tr>
<td>STEMARI PINOT GRIGIO</td>
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<tr>
<td>FOUR HANDS SAVIGNON BLANC</td>
<td>$7</td>
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<td>COTE DE ROSE</td>
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<td>HOB NOB PINOT NOIR</td>
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<tr>
<td>J ROGET SPARKLING</td>
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**Old Neighborhood Grill Catering Menu**

One Half Tray serves 10-12 people - One Large Tray Serves 20-25 people
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Katheryn Boden, Economic Development Specialist
CC: Johanna Leonard, Director of Community Development; Paul Zalmezak, Economic Development Manager
Subject: Ordinance 117-O-19, Approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 117-O-19, approving First Amendment to Tax Increment Redevelopment Plan and Project for the Howard and Ridge Redevelopment Project Area.

Council Action:
For Action

Summary:
The City Council approved the creation of the Howard Ridge Tax Increment Financing (TIF) district on January 26, 2004. The TIF district will expire with the final collection of revenues on December 31, 2027. The existing boundary, shaded in the attached map, runs along the southern boundary of Evanston from Ridge Avenue on the west to the CTA tracks on the east. Staff is recommending approval of First Amendment to the TIF which will result in the expansion of the Howard Ridge TIF District.

The expanded area extends west of Ridge Avenue to 1415 Howard (just east of Ashland Avenue) incorporating several underutilized properties which provide the potential for redevelopment during the remaining life of the TIF district. Immediate redevelopment opportunities include 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. The map of the proposed amended TIF district is also attached.
Recognizing this opportunity, on March 28, 2019 the City Council authorized the approval of a contract with Kane McKenna & Associates (KMA) to determine if the proposed expansion area qualifies under State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act.

Working with city staff, KMA completed the attached First Amendment to the Howard Ridge TIF Redevelopment Plan & Project and the TIF Qualification & Designation reports. For several months, KMA conducted the onsite analysis of the properties to determine the TIF physical qualification factors and studied the economic data provided by Cook County and city staff. KMA also assisted staff convene the Joint Review Board (JRB) meeting on September 25, 2019 and the public hearing on October 28, 2019, as well as the associated newspaper notices and public mailings.

The qualification studies, reports, public notices, mailings, JRB meeting, and public hearing process follow the guidelines outlined by the State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act. The final step in the process is the City Council agreeing to amend the TIF by adopting the three ordinances, attached.

Additional information about the existing Howard Ridge TIF district, 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, non-binding recommendation to the City Council. The City Council fulfilled the obligations of the TIF Act by convening a public hearing on October 28, 2019.

Attachments:
- Ordinance 117-O-19 Approving First Amendment Howard and Ridge Redevelopment Plan
- First Amendment to Howard and Ridge TIF District Project With Exhibits
- First Amendment to Howard and Ridge TIF District Eligibility Report
- Proposed TIF Expansion Boundary Map
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 2-O-04 and 3-O-04 adopted on January 26, 2004, 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

Devon Reid, City Clerk
EXHIBIT A

ORIGINAL REDEVELOPMENT PROJECT AREA
LEGAL DESCRIPTION

Page 9 of 76
EXHIBIT B
ADDED PARCELS
LEGAL DESCRIPTION
EXHIBIT C

FIRST AMENDED REDEVELOPMENT PROJECT AREA
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)
FIRST AMENDMENT TO THE CITY OF EVANSTON
HOWARD AND RIDGE TIF DISTRICT
REDEVELOPMENT PLAN AND PROJECT NO. 5

Prepared Jointly by:

City of Evanston
and
Kane, McKenna and Associates, Inc.

Original Redevelopment Plan and Project: January 27, 2004
First Amendment to Redevelopment Plan and Project: _________, 2019
The City of Evanston’s (hereinafter the “City”) Howard and Ridge TIF Redevelopment Plan and Project is hereby amended as described herein. The amendatory language contained herein constitutes the First Amendment to the TIF Redevelopment Plan and Project adopted in 2004.

1) Section I “Introduction” on page 1, the first through third paragraphs are to be replaced with the following:

“The RPA, as amended, is generally bounded by tax parcels that front Howard Street and Chicago Avenue to the north, Ashland Avenue on the west, the City boundaries on the south and on the east.

The areas generally located to the west of Ridge Avenue are included as part of the First Amendment to the RPA. The RPA includes mixed uses consisting of residential (multi-family/apartments), retail/commercial properties, and institutional uses.

2) Section I “Introduction” on page 4, the first paragraph, references a boundary map in Exhibit 2. The boundary map as amended, is now included in Exhibit 2 attached hereto.

3) Section II “Redevelopment Project Legal Description” on page 6 is to be replaced with an amended Exhibit 1.

4) Section IV. “Evidence of the Lack of Development and Growth Within the RPA and Assessment of Fiscal Impact on Affected Taxing Districts”, Section A. “Evidence of the Lack of Development and Growth Within the RPA”, on page 8, a new paragraph is added at the bottom of the page:

“...The RPA as amended consists of older buildings and properties located west of Ridge Avenue. Concerns relating to the marketability of current uses, along with the ability to compete in the wider market place, have served as the basis for the expansion of the RPA in order to increase investment and job creation along Howard Street.”

5) Section V “TIF Qualification Factors Existing in the Redevelopment Project Area” on page 11, is amended to add a new second paragraph after Findings: Exhibit 4 also includes a First Amendment to the Howard and Ridge TIF Qualification/Designation Report for the properties west of Ridge Avenue. The first paragraph after “Eligibility Survey” is amended to include “and June, 2019” after “March of 2003”.

6) Section VI.E. The “Redevelopment Project” page 14 to 19, entitled “City of Evanston Redevelopment Project, Estimated Project Costs” is hereby deleted and replaced with the following:
“Eligible Redevelopment Project Costs. Under the TIF Act, redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred as well as any such costs incidental to the Plan. (Private investments, which supplement “Redevelopment Project Costs,” are expected to substantially exceed such redevelopment project costs.) Eligible costs permitted by the Act and pertaining to this Plan include:

1) **Professional Service Costs** – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- The cost of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors;
- Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a redevelopment plan;
- In addition, redevelopment project costs shall not include lobbying expenses;

2) **Property Assembly Costs** – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

3) **Improvements to Public or Private Buildings** – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
(4) **Public Works** – Costs of the construction of public works or improvements, except that redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

(5) **Job Training** – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;

(6) **Financing Costs** – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;

(7) **Capital Costs** – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

(8) **School-Related Costs** – An elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the Redevelopment Project Area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually.\(^1\) Certain library district costs may also be paid as provided for in the Act.

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\(^1\) The calculation is as follows: (A) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act, since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to those 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).

The TIF Act prohibits certain costs. Unless explicitly stated herein, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost. In addition, the TIF Act prohibits costs related to retail development that results in the closing of nearby facilities of the same retailers. Specifically, none of the redevelopment project costs enumerated in the TIF Act shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail

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2 The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.
## CITY OF EVANSTON
### HOWARD AND RIDGE REDEVELOPMENT PROJECT
### ESTIMATED PROJECT COSTS

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<th>Program Actions/Improvements</th>
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<td>1. Utility Improvements including, but not limited to water, storm, sanitary sewers, the</td>
<td>$ 3,000,000</td>
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<td>service of public facilities, public parking facilities and road and streetscape improvements</td>
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<tr>
<td>2. Demolition, Site Preparation, Environmental Cleanup and Related Costs</td>
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<td>3. Land Acquisition, Assembly Costs and Relocation Costs</td>
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<td>4. Rehabilitation Programs</td>
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<td>5. Developer Interest Costs and Affordable Housing Related Costs Pursuant to the Act</td>
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<td>6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs</td>
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</tr>
<tr>
<td>7. School District Tuition Costs per the TIF Act</td>
<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>
<tr>
<td><strong>TOTAL ESTIMATED PROJECT COSTS</strong></td>
<td><strong>$17,500,000</strong></td>
</tr>
</tbody>
</table>

**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 NORTH EAST 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 EASTERNLY ALONG A STRAIGHT LINE TO THE NORTH WEST CORNER OF LOT 15 IN BLOCK 7 OF BRUMME MEL AND CASE HOWARD TERMINAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1916 AS TORRENS DOCUMENT NO. 56151, SAID NORTH WEST CORNER BEING A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF SAID RIDGE AVENUE; THENCE EASTERNLY ALONG THE NORTHERLY LINE OF SAID LOT 15 AND LOTS 16 THRU 31 OF SAID BLOCK 7, INCLUSIVE, TO THE NORTHEASTERLY CORNER OF SAID LOT 31; THENCE EASTERNLY ALONG A STRAIGHT LINE, TO THE NORTHWESTERLY CORNER OF LOT 19 IN BLOCK 8 OF SAID BRUMMEL AND CASE HOWARD TERMINAL SUBDIVISION; THENCE EASTERNLY ALONG THE NORTHERLY LINE OF SAID LOT 19 AND LOTS 20 THRU 24 OF SAID BLOCK 8, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 24, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF ZEISEL’S CONSOLIDATION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1972 AS TORRENS DOCUMENT NO. 2655165; THENCE CONTINUING EASTERNLY 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 EASTERNLY 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 EASTERNLY 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 EASTERNLY 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 EASTERNLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF SAID NILES HOWARD TERMINAL ADDITION; THENCE EASTERNLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 9 OF SAID BLOCK 2, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EASTERNLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 OF SAID NILES HOWARD TERMINAL ADDITION; THENCE EASTERNLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 7 OF SAID BLOCK 3 INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 7, SAID NORTHEAST CORNER BEING A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERN RIGHT-OF-WAY LINE, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EASTERNLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHERLY 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 EASTERNLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHICAGO AVENUE (A.K.A. CLARK STREET); THENCE SOUTHEASTERLY ALONG SAID WESTERLY
EXHIBIT 5

FIRST AMENDMENT TO THE CITY OF EVANSTON
HOWARD AND RIDGE TIF QUALIFICATION/DESIGNATION REPORT
CITY OF EVANSTON
TIF QUALIFICATION/DESIGNATION REPORT
FIRST AMENDMENT TO THE HOWARD AND RIDGE
TIF DISTRICT

A study to determine whether certain properties could qualify as a conservation area as set forth in the definitions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended and as described herein.

Prepared For: City of Evanston, Illinois
Prepared By: Kane, McKenna and Associates, Inc.

July, 2019
## CITY OF EVANSTON
TIF QUALIFICATION REPORT
FIRST AMENDMENT TO THE HOWARD AND RIDGE TIF DISTRICT

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<td>9</td>
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<tr>
<td>VI.</td>
<td>Summary of Findings and Overall Assessment of Qualification</td>
<td>13</td>
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**EXHIBIT 1**
Proposed Amended TIF Boundary Map

**EXHIBIT 2**
Amended TIF Parcels
I. INTRODUCTION AND BACKGROUND

In the context of planning for the first amendment to the Howard and Ridge TIF District within the boundaries described in the map attached hereto as Exhibit 1 (the “Amended TIF” or the “Amended Area”), the City of Evanston (the “City”) has authorized the study of the proposed amendments to the redevelopment project area within the boundaries described in the map attached hereto (the “RPA” or “TIF District”) to determine whether the amended Area qualifies for consideration as a Tax Increment Financing District (the “TIF”). Kane, McKenna and Associates, Inc. (“KMA”), has agreed to undertake the study of the Amended Area.

The entire RPA as amended is generally bounded on the south by the City boundaries and Howard Street, on the east by the City boundaries and the CTA Red Line, on the north by frontage properties adjacent to Howard Street, and on the west by Ashland Avenue.

The Amended Area in aggregate, exhibits signs of deterioration, lack of community planning, deleterious layout, and obsolescence which has resulted in piecemeal development and recently declining Equalized Assessed Values (EAV). Many structures are functionally obsolete due to age and current market conditions and underutilized buildings are present as well. Site preparation and land assembly may also be necessary in order to reconfigure parcels and improvements for more modern uses and various other commercial/retail/residential mixed uses. The qualification factors discussed within this Report qualify the Amended Area as a “conservation area”, as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended.

Several of the properties included in the RPA have evidenced deterioration of structures and site improvements. In order for redevelopment to occur, a coordinated and enhanced effort from the City is needed. It is important for the City to make improvements, where available, in order to preserve the tax base, maintain and increase sales tax revenues, provide supportive amenities for the development with the Amended Area and retain and create jobs. In particular, the underutilized parcels will require coordination relating to potential reuse and redevelopment of these properties within the Amended Area.

The majority of the site improvements within the Amended Area were found to have varying degrees of deterioration. Deterioration was also noted in surface lots, drives, and right of ways. In addition, the total Equalized Assessed Value of the Amended Area has grown at a rate less than the balance of the City for four (4) of the last five (5) years and has lagged Consumer Price Index (CPI) for three (3) of the past five (5) years as well.

It is believed by the City that the Amended Area can be a candidate for redevelopment if the obstacles discussed in this report can be mitigated. Further, it is believed that the use of TIF can mitigate these negative obstacles that currently impede redevelopment and contribute to the overall rejuvenation of the larger Howard Street area.
OBJECTIVES

The City seeks to identify workable solutions and to encourage redevelopment of parcels and right-of-ways within the RPA. (Note: this would include the existing RPA and the Amended Area). To achieve these objectives, the City proposes the following guidelines:

- Encourage compatible, well designed development in the RPA with an emphasis on quality site design and building orientation, and site improvements as outlined by City guidelines;
- Encourage job growth within the RPA;
- Coordinate redevelopment in and around the RPA and the adjacent neighborhood; and
- Redevelop properties within the RPA as part of a coordinated effort to revitalize and enhance mixed-use, residential, and commercial properties.

The City has made a determination that it is highly desirable to promote the redevelopment of the Amended Area and the City believes adverse conditions will worsen without an implementation plan for redevelopment. The City intends to create and implement a redevelopment plan in order to restore, stabilize and then increase the community’s tax base.

Given the existing condition of the amended area properties and the required coordination for a variety of uses, the City is favorably disposed toward supporting redevelopment efforts. However, the City has determined that redevelopment should occur through the benefit and guidance of comprehensive economic planning. Through this coordinated effort, the entire RPA is expected to improve. Development barriers, inherent with current conditions, which impede economic growth under existing market standards, are expected to be eliminated.

The City has determined that redevelopment currently planned for the RPA is feasible only with public finance assistance. The creation and utilization of the amendments to the TIF are intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment.

The use of TIF relies upon induced private redevelopment in the entire RPA creating higher real estate value, which would otherwise decline without such investment, leading to increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.
II. QUALIFICATION CRITERIA USED

With the assistance of City representatives, Kane, McKenna and Associates, Inc. examined the Amended Area beginning in May, 2019 and continuing to the date of this report, and reviewed information collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Illinois “Tax Increment Allocation Redevelopment Act”, 65 ILCS 5/11-74.4-1 et seq., as amended (hereinafter referred to as the “Act”). The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area. By definition, a “redevelopment project area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Conservation Area

The Act defines a “conservation area” as follows:

“Conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors may be considered as a “conservation area”:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
(E) **Illegal Use of Individual Structures**: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) **Excessive Vacancies**: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) **Lack of Ventilation, Light, or Sanitary Facilities**: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) **Inadequate Utilities**: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) **Excessive Land Coverage and Overcrowding of Structures and Community Facilities**: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) **Deleterious Land-Use or Layout**: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) **Environmental Clean-Up**: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks.
required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

(2) If vacant, the sound growth of the redevelopment project area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

(B) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

(C) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

(D) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

(E) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an
independent consultant recognized as having expertise in environmental remediation has
determined a need for the clean-up of hazardous waste, hazardous substances or
underground storage tanks required by State or federal law, provided that the remediation
costs constitute a material impediment to the development or redevelopment of the
redevelopment project area.

(F) The total equalized assessed value of the proposed redevelopment project area has
declined for three (3) of the last five (5) calendar years prior to the year in which the
redevelopment project area is designated or is increasing at an annual rate that is less than
the balance of the municipality for three (3) of the last five (5) calendar years for which
information is available or is increasing at an annual rate that is less than the Consumer
Price Index for All Urban Consumers published by the United States Department of Labor
or successor agency for three (3) of the last (5) calendar years prior to the year in which
the redevelopment project area is designated.

(3) If vacant, the sound growth of the redevelopment project area is impaired by one of the following
factors that (i) is present, with that presence documented to a meaningful extent so that a
municipality may reasonably find that the factor is clearly present within the intent of the Act
and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to
which it 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>
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<tr>
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<td>3</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Obsolescence</td>
</tr>
<tr>
<td></td>
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<td>• Deterioration of Structures/Improvements</td>
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<td>• Inadequate Utilities</td>
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<td>• Lack of Community Planning</td>
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<td></td>
<td></td>
<td>• Lagging or Declining EAV</td>
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First Amendment to the Howard and Ridge TIF Eligibility Report
City of Evanston, Illinois

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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.

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<td>Total EAV for Area</td>
<td>$5,438,356</td>
<td>$5,634,720</td>
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<tr>
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<td>2.40%</td>
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<td>1.60%</td>
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</tr>
</tbody>
</table>

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

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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
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11301220290000
11301220300000
11301220310000
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11301220360000
11301220370000
11301220420000
11301220430000

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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
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<th>TITLE</th>
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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
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,
building debris or similar materials that were removed from construction, demolition,
excavation or dredge sites.

(E) Prior to the effective date of this amendatory Act of the 91st General Assembly,
the area is not less than fifty (50) nor more than one hundred (100) acres and 75% of
which is vacant (notwithstanding that the area has been used for commercial agricultural
purposes within five (5) years prior to the designation of the redevelopment project area),
and the area meets at least one of the factors itemized in paragraph one (1) of this
subsection, the area has been designated as a town or City center by ordinance or
comprehensive plan adopted prior to January 1, 1982 and the area has not been developed
for that designated purpose.

(F) The area qualified as a conservation area immediately prior to becoming vacant,
unless there has been substantial private investment in the immediately surrounding area.
III. THE AMENDED AREA

The area of study consists of retail/commercial, improved lots and mixed-use property located within the Amended Area.

The Amended Area includes all parcels in the area generally bounded by Ashland Avenue to the west, the City boundaries to the south, Ridge Avenue to the east, and the frontage parcels north of Howard Street to the north. The Study Area as a whole consists of fifty-three (53) tax parcels.

In evaluating the improved properties within the Amended Area, KMA completed its analysis based on the “conservation area” criteria cited in 65 ILCS 5/11-74-3(a)(1) (the “Conservation Area Definition”). The Conservation Area Definition states that at least fifty percent (50%) or more of the area’s structures must be over thirty-five (35) years in age and there must be three (3) of the thirteen (13) qualification factors contained in the TIF Act must be present for a finding of a conservation area. KMA, with the assistance of City staff, has identified six (6) qualification factors that are distributed throughout the area. Please refer to the table below for more detail.

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<td>· Lack of Community Planning</td>
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<td></td>
<td>· Lagging or Declining EAV</td>
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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.

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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

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Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Katheryn Boden, Economic Development Specialist
CC: Johanna Leonard, Director of Community Development; Paul Zalmezak, Economic Development Manager
Subject: Ordinance 118-O-19, Designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 118-O-19, designating the First Amended Howard and Ridge Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

Council Action:
For Action

Summary:
The City Council approved the creation of the Howard Ridge Tax Increment Financing (TIF) district on January 26, 2004. The TIF district will expire with the final collection of revenues on December 31, 2027. The existing boundary, shaded in the attached map, runs along the southern boundary of Evanston from Ridge Avenue on the west to the CTA tracks on the east. Staff is recommending approval of First Amendment to the TIF which will result in the expansion of the Howard Ridge TIF District.

The expanded area extends west of Ridge Avenue to 1415 Howard (just east of Ashland Avenue) incorporating several underutilized properties which provide the potential for redevelopment during the remaining life of the TIF district. Immediate redevelopment opportunities include 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. The map of the proposed amended TIF district is also attached.
Recognizing this opportunity, on March 28, 2019 the City Council authorized the approval of a contract with Kane McKenna & Associates (KMA) to determine if the proposed expansion area qualifies under State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act.

Working with city staff, KMA completed the attached First Amendment to the Howard Ridge TIF Redevelopment Plan & Project and the TIF Qualification & Designation reports. For several months, KMA conducted the onsite analysis of the properties to determine the TIF physical qualification factors and studied the economic data provided by Cook County and city staff. KMA also assisted staff convene the Joint Review Board (JRB) meeting on September 25, 2019 and the public hearing on October 28, 2019, as well as the associated newspaper notices and public mailings.

The qualification studies, reports, public notices, mailings, JRB meeting, and public hearing process follow the guidelines outlined by the State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act. The final step in the process is the City Council agreeing to amend the TIF by adopting the three ordinances, attached.

Additional information about the existing Howard Ridge TIF district, 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, non-binding recommendation to the City Council. The City Council fulfilled the obligations of the TIF Act by convening a public hearing on October 28, 2019.

Attachments:
118-O-19 Ordinance Designating First Amended Howard and Ridge TIF District
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.

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.
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Katheryn Boden, Economic Development Specialist
CC: Johanna Leonard, Director of Community Development; Paul Zalmezak, Economic Development Manager
Subject: Ordinance 119-O-19, Adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 119-O-19, adopting Tax Increment Allocation Financing for the First Amended Howard and Ridge Redevelopment Project Area.

Council Action:
For Action

Summary:
The City Council approved the creation of the Howard Ridge Tax Increment Financing (TIF) district on January 26, 2004. The TIF district will expire with the final collection of revenues on December 31, 2027. The existing boundary, shaded in the attached map, runs along the southern boundary of Evanston from Ridge Avenue on the west to the CTA tracks on the east. Staff is recommending approval of First Amendment to the TIF which will result in the expansion of the Howard Ridge TIF District.

The expanded area extends west of Ridge Avenue to 1415 Howard (just east of Ashland Avenue) incorporating several underutilized properties which provide the potential for redevelopment during the remaining life of the TIF district. Immediate redevelopment opportunities include 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. The map of the proposed amended TIF district is also attached.

Recognizing this opportunity, on March 28, 2019 the City Council authorized the approval of a contract with Kane McKenna & Associates (KMA) to determine if the proposed expansion area qualifies under State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act. KMA is a consulting practice focused on municipal economic
development and public finance. The firm has long assisted the City of Evanston with tax increment finance (TIF) advisory services.

Working with city staff, KMA completed the attached First Amendment to the Howard Ridge TIF Redevelopment Plan & Project and the TIF Qualification & Designation reports. For several months, KMA conducted the onsite analysis of the properties to determine the TIF physical qualification factors and studied the economic data provided by Cook County and city staff. KMA also assisted staff to convene the Joint Review Board (JRB) meeting on September 25, 2019 and the public hearing on October 28, 2019, as well as the associated newspaper notices and public mailings.

The qualification studies, reports, public notices, mailings, JRB meeting, and public hearing process follow the guidelines outlined by the State of Illinois statute 65 ILCS 5/11-74.4 – Tax Increment Allocation Redevelopment Act. The final step in the process is the City Council agreeing to amend the TIF by adopting the three ordinances, attached.

Additional information about the existing Howard Ridge TIF district, 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, non-binding recommendation to the City Council. The City Council fulfilled the obligations of the TIF Act by convening a public hearing on October 28, 2019.

Attachments:
119-O-19 Ordinance Adopting First Amended Howard and Ridge Tax Increment Financing
119-O-19

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 "First 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.

AYES ______
NAYS ______
ABSENT ______

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 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
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
Subject: Ordinance 142-O-19, Amending City Code Section 7-12-17, City Waterworks System "Charges, Rates, Fees and Penalties"
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 142-O-19, amending City Code Section 7-12-17 "Charges, Rates, Fees and Penalties," increasing the water meter charges and water rates by 5.4%.

Council Action:
For Action

Summary:
Staff is recommending a 5.4 percent (5.4%) water rate increase beginning January 1, 2020. The existing water rate is billed as a minimum charge for the first 5 units based on water meter size, and a quantity charge for every unit in excess of the first 5 units in the bi-monthly billing period (1 unit = 100 cubic feet or 748 gallons of water).

Effective January 1, 2020, both the minimum charge and the quantity charge are proposed to be raised by 5.4 percent. For the 5/8-inch and the 3/4-inch meter sizes (the meter sizes most commonly used in single family homes), the minimum charge for the first 5 units consumed in the bi-monthly billing period will increase from $9.80 to $10.33. The quantity charge for usage in excess of the first 5 units will increase from $2.74 per unit to $2.89 per unit. A fee table for the proposed water rates is provided in Exhibit 1.

EXHIBIT 1
PROPOSED 2020 WATER RATES AND MINIMUM CHARGE STRUCTURE
The financial goals of the water fund are to maintain a minimum cash balance of $3,500,000 and to keep debt service expenses to less than twenty-five percent of the operating capital while maintaining the water treatment plant in good operating condition and to replace or rehabilitate one percent (1.5 miles) of the water distribution system annually.

The major challenge in meeting these financial goals is the annual cost to replace 1.5 miles of the water distribution system. The cost to complete this type of work is approximately $3,600,000 annually and continues to increase.

A 2017 article in the Chicago Tribune indicated that Evanston had one of the lowest water rates, and also had a very low percentage of water loss through leaky pipes or water main breaks. Another statistic reviewed in the article was the age of the water main pipes. For the 163 communities surveyed in the article, the average percentage of water main over 60 years old was 29.3%. In Evanston 62.8% of the water mains are over 60 years old, much higher than the average of all the communities. Several other surrounding communities (Skokie,
Lincolnwood, Morton Grove, and Park Ridge) also have high percentages of water mains over 60 years old. The article indicates that 88% of Skokie’s water mains are over 60 years old. However, Evanston is unique in the age of its water mains because unlike Skokie, whose water mains were mostly constructed in the late 1940s, early 1950s, the Evanston water main system is much older. Evanston has nearly 50 miles, or 32% of the total system, that is over 100 years old and another 40 miles, or 25% of the total system, that is over 80 years old. These older water mains are constructed of cast iron pipes which are projected to have a useful life of 125 years. A map indicating the age of the Evanston water main is attached for reference.

It is therefore critical for Evanston to continue to replace water main each year. Since this work should be completed annually, staff recommends that the cost to complete this work be provided by the water fund without the need to sell bonds. The majority (78%) of the Evanston water mains are comprised of smaller diameter water mains that Evanston retail customers are solely responsible for. The responsibility for the remaining 22% of the distribution system is equally shared with Skokie. Unlike projects at the water plant where all of the wholesale water customers help fund the improvements, funding for water main projects is vastly dependent on revenue from the Evanston retail users.

Impact to Users:
Exhibit 2 illustrates staff's recommendation for both the sewer and water rates adjustments over the next several years. It is staff's recommendation to continue to lower the sewer rate, as debt service from the Long Range Sewer Improvement project decreases, and to raise the water rate accordingly so that the Evanston users do not realize any overall increase to the sewer and water rates.

EXHIBIT 2
Evanston Combined Water & Sewer Rates per 100 Cubic Feet

Raising the water rates helps provide the funding needed for the annual water main replacement program, minimizing the amount of bonds needed to fund the program.

Summary:
Evanston’s water and sewer rates are based on one-hundred cubic feet units because water meters measure water usage in cubic feet. Municipalities bill in different units, including 100 cubic feet, 1,000 cubic feet and 1,000 gallons. In order to compare the Evanston rate to other municipalities, all rates were converted to a cost per 1,000 gallons.

Even with the proposed 2020 water rate increase, Evanston’s water rate at $3.86 / 1,000 gallons will be 2nd lowest in the Chicagoland area. Evanston’s sewer rate, at $4.33 / 1,000 gallons will continue to be one of the highest in the Chicagoland area. However, Evanston’s combined water and sewer rate at $8.19 / 1,000 gallons is the low middle of the surrounding communities.
Staff believes that other communities will increase their combined rates over the next several years, where Evanston is projecting to avoid any combined rate increase. As a result, staff anticipates that the Evanston rate will move towards the top of this list and be one of the lower combined rates. This is confirmed in Exhibit 4 below which shows the total water & sewer rates charged by the communities from 2016 to 2019.

**EXHIBIT 3**
Evanston Combined Water & Sewer Rates per 1,000 Gallons

<table>
<thead>
<tr>
<th>Community</th>
<th>2019 rate per 1,000 Gallons</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Water</td>
<td>Sewer</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Skokie</td>
<td>$6.32</td>
<td>-</td>
<td>$6.32</td>
<td></td>
</tr>
<tr>
<td>Buffalo Grove</td>
<td>$5.12</td>
<td>$1.25</td>
<td>$6.37</td>
<td></td>
</tr>
<tr>
<td>Palatine</td>
<td>$5.65</td>
<td>$1.30</td>
<td>$6.95</td>
<td></td>
</tr>
<tr>
<td>Wheeling</td>
<td>$6.24</td>
<td>$1.54</td>
<td>$7.78</td>
<td></td>
</tr>
<tr>
<td>Chicago</td>
<td>$3.98</td>
<td>$3.98</td>
<td>$7.96</td>
<td></td>
</tr>
<tr>
<td>Arlington Heights</td>
<td>$6.39</td>
<td>$1.65</td>
<td>$8.04</td>
<td></td>
</tr>
<tr>
<td>Evanston</td>
<td>$3.86</td>
<td>$4.33</td>
<td>$8.19</td>
<td></td>
</tr>
<tr>
<td>Glenview</td>
<td>$6.87</td>
<td>$1.39</td>
<td>$8.26</td>
<td></td>
</tr>
<tr>
<td>Des Plaines</td>
<td>$6.92</td>
<td>$1.98</td>
<td>$8.90</td>
<td></td>
</tr>
<tr>
<td>Niles</td>
<td>$8.44</td>
<td>$0.75</td>
<td>$9.19</td>
<td></td>
</tr>
<tr>
<td>Wilmette</td>
<td>$3.68</td>
<td>$5.67</td>
<td>$9.35</td>
<td></td>
</tr>
<tr>
<td>Park Ridge</td>
<td>$8.11</td>
<td>$1.51</td>
<td>$9.62</td>
<td></td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>$8.59</td>
<td>$1.00</td>
<td>$9.69</td>
<td></td>
</tr>
<tr>
<td>Deerfield</td>
<td>$6.58</td>
<td>$4.64</td>
<td>$11.32</td>
<td></td>
</tr>
<tr>
<td>Morton Grove</td>
<td>$10.81</td>
<td>$1.15</td>
<td>$11.96</td>
<td></td>
</tr>
<tr>
<td>Oak Park</td>
<td>$9.52</td>
<td>$2.73</td>
<td>$12.25</td>
<td></td>
</tr>
<tr>
<td>Schaumburg</td>
<td>$10.49</td>
<td>$2.17</td>
<td>$12.66</td>
<td></td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>$6.50</td>
<td>$6.18</td>
<td>$12.68</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT 4
Total Water & Sewer Rates Comparison 2016 to 2019
Evanston is only one of four communities that has not had a water / sewer rate increase since 2016. The other three communities, Niles, Lincolnwood and Morton Grove are the new wholesale water customers to Evanston.

<table>
<thead>
<tr>
<th>Community</th>
<th>2019 Total</th>
<th>2018 total</th>
<th>2017 total</th>
<th>2016 total</th>
<th>% Increase 2016 to 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skokie</td>
<td>$6.32</td>
<td>$6.14</td>
<td>$5.71</td>
<td>$5.26</td>
<td>20.2%</td>
</tr>
<tr>
<td>Buffalo Grove</td>
<td>$6.37</td>
<td>$6.13</td>
<td>$5.91</td>
<td>$5.69</td>
<td>12.0%</td>
</tr>
<tr>
<td>Palatine</td>
<td>$6.95</td>
<td>$5.50</td>
<td>$5.15</td>
<td>$4.85</td>
<td>43.3%</td>
</tr>
<tr>
<td>Wheeling</td>
<td>$7.78</td>
<td>$7.59</td>
<td>$7.48</td>
<td>$7.26</td>
<td>7.2%</td>
</tr>
<tr>
<td>Chicago</td>
<td>$7.96</td>
<td>$7.90</td>
<td>$7.76</td>
<td>$7.62</td>
<td>4.5%</td>
</tr>
<tr>
<td>Arlington Heights</td>
<td>$8.04</td>
<td>$7.66</td>
<td>$7.61</td>
<td>$5.84</td>
<td>37.7%</td>
</tr>
<tr>
<td>Evanston</td>
<td>$8.19</td>
<td>$8.19</td>
<td>$8.19</td>
<td>$8.19</td>
<td>0.0%</td>
</tr>
<tr>
<td>Glenview</td>
<td>$8.25</td>
<td>$8.17</td>
<td>$7.82</td>
<td>$7.38</td>
<td>11.9%</td>
</tr>
<tr>
<td>Des Plaines</td>
<td>$8.90</td>
<td>$8.64</td>
<td>$8.04</td>
<td>$7.51</td>
<td>18.5%</td>
</tr>
<tr>
<td>Niles</td>
<td>$9.19</td>
<td>$9.19</td>
<td>$9.19</td>
<td>$9.19</td>
<td>0.0%</td>
</tr>
<tr>
<td>Wilmette</td>
<td>$9.35</td>
<td>$9.25</td>
<td>$9.16</td>
<td>$9.16</td>
<td>2.1%</td>
</tr>
<tr>
<td>Park Ridge</td>
<td>$9.62</td>
<td>$9.49</td>
<td>$9.39</td>
<td>$9.39</td>
<td>78.5%</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>$9.69</td>
<td>$9.69</td>
<td>$9.69</td>
<td>$9.69</td>
<td>0.0%</td>
</tr>
<tr>
<td>Deerfield</td>
<td>$11.32</td>
<td>$10.32</td>
<td>$10.32</td>
<td>$9.99</td>
<td>13.3%</td>
</tr>
<tr>
<td>Morton Grove</td>
<td>$11.96</td>
<td>$11.96</td>
<td>$11.96</td>
<td>$11.96</td>
<td>0.0%</td>
</tr>
<tr>
<td>Oak Park</td>
<td>$12.25</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$11.51</td>
<td>5.4%</td>
</tr>
<tr>
<td>Schaumburg</td>
<td>$12.86</td>
<td>$11.95</td>
<td>$11.27</td>
<td>$10.63</td>
<td>19.1%</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>$12.68</td>
<td>$11.71</td>
<td>$11.44</td>
<td>$10.90</td>
<td>16.3%</td>
</tr>
</tbody>
</table>

Average percent increase 16.2%

Attachments:
Ordinance 142-O-19 Water Rates
Water Main Age Map
AN ORDINANCE

Amending City Code Section 7-12-17, City Waterworks System “Charges, Rates, Fees and Penalties”

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

SECTION 1: Section 7-12-17 “Charges, Rates, Fees and Penalties” of the City Code of 2012 is hereby amended to read as follows, to include a five and four tenths percent (5.4%) rate increase effective January 1, 2020.

7-12-17: CHARGES, RATES, FEES AND PENALTIES:

The fees and penalties for the waterworks system shall be paid according to the following table. Fees and penalties not covered by this table shall be as described in Section 1-4-1 of this Code.

<table>
<thead>
<tr>
<th>Waterworks System Charges, Rates, Fees and Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Water Fee</strong> (prior to meter installation)</td>
</tr>
<tr>
<td><strong>Section 7-12-3(B)</strong></td>
</tr>
<tr>
<td><strong>Connection Fee</strong></td>
</tr>
<tr>
<td><strong>Initial Connections:</strong></td>
</tr>
<tr>
<td>⅜ inch displacement</td>
</tr>
<tr>
<td>⅝ inch displacement</td>
</tr>
<tr>
<td>1 inch displacement</td>
</tr>
<tr>
<td>1 ½ inch displacement</td>
</tr>
<tr>
<td>1 inch displacement, compound, or turbine</td>
</tr>
<tr>
<td>2 inch displacement</td>
</tr>
<tr>
<td>3 inch compound</td>
</tr>
<tr>
<td>3 inch displacement</td>
</tr>
<tr>
<td>4 inch compound or compound</td>
</tr>
<tr>
<td>4 inch turbine</td>
</tr>
<tr>
<td>6 inch displacement or compound</td>
</tr>
<tr>
<td>6 inch turbine</td>
</tr>
<tr>
<td>8 inch compound</td>
</tr>
<tr>
<td>8 inch turbine</td>
</tr>
</tbody>
</table>
### Upgrade Connections:
The fee for upgrading to a larger connection shall equal the difference between the costs of the new, larger connection and the original connection.
The fees collected for Initial Connections and Upgrade Connections shall be placed in a special account earmarked for the purpose of funding capital investment in new waterworks facilities.

### Replacement Connections:
- Services, 2” and smaller
- Services, greater than 2”

<table>
<thead>
<tr>
<th>Service Size</th>
<th>Initial Fee</th>
<th>Upgrade Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2” diameter inch</td>
<td>$100.00</td>
<td>$100.00/ diametric inch</td>
</tr>
</tbody>
</table>

### Water Meter Installation Permit Fee
Section 7-12-6-2(B)

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
</tr>
</tbody>
</table>

### Water Meter Transfer Fee
Section 7-12-6-2(B)

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
</tr>
</tbody>
</table>

### Meter Charges & Water Rates
Bi-monthly meter charge - The minimum service charge includes the first five hundred cubic feet (500 cu.ft.) of water consumed during the two (2)-month period for which the minimum service charge is assessed. Any fractional part of the calendar year less than two (2) months shall be prorated and the proper minimum service charge collected.

#### Quantity rate charged for all water used during the period for which the minimum service charge is assessed, in excess of the first five hundred cubic feet (500 cu.ft.) of water that is included in the minimum service charge.

<table>
<thead>
<tr>
<th>Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” and ¾”</td>
<td>$9.80</td>
</tr>
<tr>
<td>1”</td>
<td>$10.33</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$20.61</td>
</tr>
<tr>
<td>2”</td>
<td>$38.58</td>
</tr>
<tr>
<td>3”</td>
<td>$60.74</td>
</tr>
<tr>
<td>4”</td>
<td>$106.97</td>
</tr>
<tr>
<td>6”</td>
<td>$302.17</td>
</tr>
<tr>
<td>8”</td>
<td>$511.54</td>
</tr>
<tr>
<td>2.74 2.89/100 cubic feet</td>
<td></td>
</tr>
</tbody>
</table>

### Water Turn On Fee
During business hours
Outside of business hours

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.00</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
</tbody>
</table>

### Fire Service Semi-Annual Charge
Section 7-12-8

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00/ diametric inch/ 6 months</td>
</tr>
</tbody>
</table>

### Air Conditioning Device Annual Demand Charge
(unless equipped with water conservation device)

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00/ ton capacity over 5 tons</td>
</tr>
</tbody>
</table>

### Unauthorized Water Turn On Penalty
Services, 2” and smaller
Services, greater than 2”

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time and materials for repairs plus:</td>
</tr>
<tr>
<td>$100.00</td>
</tr>
<tr>
<td>$500.00</td>
</tr>
</tbody>
</table>

### Shut-Off for Property Vacancy Fee
Section 7-12-13

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
</tr>
</tbody>
</table>

### Lawn Sprinkling Restriction Violation Penalty
Section 7-12-14-2(C)

<table>
<thead>
<tr>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.00 - $500.00 per day of violation</td>
</tr>
</tbody>
</table>

~2~

Page 7 of 10
| Penalty For Tampering With City Waterworks System | $500.00 plus the estimated cost of water |
| Penalty for Obstruction of Roundway, Service Box or Water Meter | $50.00 |
| Cross Connection Control Device Installation Permit Fee Subsection 7-12-16-4 | $40.00/ device |
| Annual Cross Connection Control Fee Subsection 7-12-16-6 | $35.00/ device |

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

**SECTION 3:** If any provision of this Ordinance 142-O-19 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

**SECTION 4:** 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 5:** This Ordinance 142-O-19 shall be in full force and effect on January 1, 2020, after its passage, approval, and publication in the manner provided by law.
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: David Stoneback, Public Works Agency Director
Subject: Ordinance 143-O-19, Amending City Code Section 7-13-3 to Decrease Sewer User Rates
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 143-O-19, amending City Code Section 7-13-3 to reduce the sewer user rate by 4.46%, from $3.39 to $3.24 per billing unit (100 cubic feet of water consumed).

Council Action:
For Action

Summary:
Approximately 40% of the sewer fund budget is for debt service. The vast majority of the debt service is a result of borrowing funds for the City’s $210 million Long Range Sewer Improvement program that was constructed between 1991 and 2008. Final debt service payments for three IEPA loans were made during 2019, reducing the debt service amount by over $830,000.

Using a cost of service analysis, staff determined that the sewer user charge could be reduced by 4.46% and still provide sufficient funding to allow the sewer fund to maintain a minimum cash balance of $2,500,000 and provide funding for rehabilitation of 1% of the combined sewer system and implement storm water management improvements.

History:
The sewer user charge was raised to its maximum rate of $3.94 per billing unit in March 2004. The sewer user charge was reduced by 3% (to $3.82) in 2017, 4% (to $3.66) in 2018 and 7.5% (to $3.39) in 2018. In January 2011, a minimum sewer charge and a second tier sewer charge was established for tax exempt properties.

Attachments:
Ordinance 143-O-19 Decrease Sewer Rates
Amending City Code Section 7-13-3 to Decrease Sewer User Rates

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Section 7-13-3 “Sewer User Rates” of the City Code of 2012 is hereby amended to read as follows, to include a four and forty-six tenths percent (4.46%) rate decrease in the Sewer User Rates as provided below, effective January 1, 2020:

7-13-3. - SEWER USER RATES.

(A) There is hereby established a sewer user charge for the use of, and service supplied by, the public sewer of the City. The sewer user charges shall be assessed for all users each bimonthly billing period commencing on or after January 1, 2020.

(B) The sewer user charge for users of the system within the City that are not exempt from the payment of property taxes shall be three dollars thirty-nine twenty-four cents ($3.393.24) per billing unit of water consumed.

(C) The sewer user charge for users of the system within the City that are exempt from the payment of property taxes shall be three dollars thirty-nine twenty-four cents ($3.393.24) per billing unit for the first one hundred (100) billing units of water consumed. Thereafter, the sewer user charge shall be four dollars fifty-three cents ($4.53) per billing unit in excess of one hundred (100) billing units of water consumed.

(D) The adequacy of the sewer user charge shall be reviewed annually by the City Council. The sewer user charge will be revised by ordinance as needed.

(E) The users of the public sewer will be notified of any change in the total sewer user charges in conjunction with the regular sewer billing.

(F) Those furnished with sewer service only, and not connected with or supplied with water from the City water supply system, shall pay a bimonthly sewer service fee based on a calculated estimate of the volume of use at the rate established in Subsection (A) of this Section.

(G) Those furnished with water service only and not connected with or supplied with sewer service shall pay only the water rates and charges established by Section 7-12-17 of this Title.
Those furnished with water and sewer service but not consuming any water shall pay a bimonthly minimum sewer service charge of sixteen dollars ninety-five twenty cents ($16.9520).

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

SECTION 3: If any provision of this Ordinance 143-O-19 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: 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 5: This Ordinance 143-O-19 shall be in full force and effect on January 1, 2019, after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2019
Adopted: _________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest: Approved as to form:

______________________________
Devon Reid, City Clerk
______________________________
Michelle L. Masoncup, Corporation Counsel

~2~
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Luke Stowe, Interim Administrative Services Director
CC: Michael Rivera, Interim Parking Division Manager
Subject: Ordinance 145-O-19, Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Parking on Simpson Street
Date: November 25, 2019

Recommended Action:
The Transportation & Parking Committee and staff recommend City Council adoption of Ordinance 145-O-19, amending various sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” pertaining to parking on Simpson Street.

Council Action:
For Action

Summary:
Staff was informed that Meals on Wheels would be taking over the business located at 1723 Simpson Street. The Parking Division has reviewed the signage and Code language of the 1600-1800 blocks of Simpson and would like to address parking concerns and bring the Code up to date. Businesses have been increasing in this area. A request to add a loading zone in front of the business will be addressed closer to the date of the business opening.

Although numerous changes to the Code are being recommended, there will not be much of a change for parking to the area. The amendments will add:
1. 30 minute parking/loading zone on the north side of Simpson from Dewey Avenue to first alley west thereof from 9:00 am – 6:00 pm (existing)
2. No parking restrictions in front of the two homes at 1717 and 1719 Simpson (existing);
3. 2 Hour Parking on the north side of Simpson from Dewey Avenue to Ashland Avenue from 9:00 am – 6:00 pm. (new).

Legislative History:
Attachments:

Ordinance 145-O-19 Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Simpson Street
AN ORDINANCE

Amending Various Sections of Title 10, Chapter 11 “Motor Vehicles and Traffic” Pertaining to Simpson Street

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

SECTION 1: City Code Section 10-11-10 Schedule X(A) and X(B) of the Evanston City Code of 2012, as amended, is hereby further amended:

In accordance with the provisions of Section 10-4-15-5 of this Title, parking shall be limited upon the days and between the hours and upon the streets or portions thereof listed hereafter:

(A) No person shall park a motor vehicle for a period of time longer than thirty (30) minutes between the hours of nine o’clock (9:00) A.M. and six o’clock (6:00) P.M. on any day except Sunday and national holidays upon any of the following streets or portions thereof:

<table>
<thead>
<tr>
<th>SCHEDULE X (A): 30 MINUTE LIMITED PARKING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(A)</strong> No person shall park a motor vehicle for a period of time longer than thirty (30) minutes between the hours of nine o’clock (9:00) A.M. and six o’clock (6:00) P.M. on any day except Sunday and national holidays upon any of the following streets or portions thereof:</td>
</tr>
<tr>
<td>Lake Street</td>
</tr>
<tr>
<td>Simpson Street</td>
</tr>
</tbody>
</table>

(B) No person shall park a motor vehicle for a period of time longer than one hour between the hours of nine o’clock (9:00) A.M. and six o’clock (6:00) P.M. on any day except Sunday and national holidays upon the following streets or portions thereof:
**SCHEDULE X (B): TWO-HOUR LIMITED PARKING**

<table>
<thead>
<tr>
<th>(B)</th>
<th>No person shall park a motor vehicle for a period of time longer than two (2) hours between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M. on any day except Sunday and national holidays upon the following streets or portions thereof:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simpson Street</td>
<td>North side, Darrow Avenue to a point 100 feet east thereof</td>
</tr>
<tr>
<td>Simpson Street</td>
<td>North side, Dewey Avenue to Ashland Avenue</td>
</tr>
</tbody>
</table>

**SECTION 2:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

**SECTION 4:** This Ordinance shall be in full force and effect after its passage and approval.

**SECTION 5:** If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

Introduced: _________________, 2019

Approved:

Adopted: _________________, 2019

_______________________________
Stephen H. Hagerty, Mayor
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Alexandra Ruggie, Assistant City Attorney
Subject: Ordinance 152-O-19, Amending Portions of the City Code Following the Enactment of the Illinois Cannabis Regulation and Tax Act to Address Possession of Recreational Marijuana and Associated Paraphernalia
Date: November 25, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 152-O-19, amending portions of the City Code following the enactment of the Illinois Cannabis Regulation and Tax Act to address possession of recreational marijuana and associated paraphernalia.

Council Action:
For Action

Summary:
Ordinance 152-O-19 amends portions of the City Code to comply with the Illinois Cannabis Regulation and Taxation Act, 410 ILCS 705/ which legalizes the recreational use of marijuana in the State of Illinois. The ordinance addresses possession of recreational marijuana and associated paraphernalia as well as consumption of marijuana in public.

Attachments:
Ordinance 152-O-19 - Amending Portions of the City Code to Address Possession and Consumption of Recreational Marijuana
AN ORDINANCE

Amending Portions of the City Code following the Enactment of the Illinois Cannabis Regulation and Tax Act to Address Possession of Recreational Marijuana and Associated Paraphernalia

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

SECTION 1: City Code Title 8, Chapter 13, “Marijuana,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 13 – MARIJUANA

8-13-1. - DEFINITIONS.

The following words and phrases, when used in this Chapter, have the following definitions:

<table>
<thead>
<tr>
<th>CANNABIS</th>
<th>Marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANNABIS</td>
<td>A product derived from cannabis that is produced by extracting</td>
</tr>
</tbody>
</table>
### CONCENTRATE.
cannabinoids from the plant through the use of propylene glycol, glycerin, butter, olive oil or other typical cooking fats; water, ice, or dry ice, or butane, propane, CO2, ethanol, or isopropanol.

### CANNABIS CONTAINER.
A sealed, traceable, container, or package used for the purpose of containment of cannabis or cannabis-infused product during transportation.

### CANNABIS FLOWER.
Marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis sativa and including derivatives or subspecies, such as indica, of all strains of cannabis; including raw kief, leaves, and buds, but not resin that has been extracted from any part of such plant; nor any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin.

### CANNABIS-INFUSED PRODUCT.
A beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis that is not intended to be smoked.

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#### 8-13-2. - POSSESSION OF CANNABIS PROHIBITED.

(A) It shall be unlawful for any person under the age of twenty-one (21) years old to knowingly possess cannabis within the limits of the City.

(B) A person who is twenty-one (21) years of age or older and a resident of the State of Illinois may possess:

1. 30 grams of the cannabis flower;
2. No more than 500 milligrams of THC contained in cannabis-infused product; and
3. 5 grams of cannabis concentrate.

(C) A person who is twenty-one (21) years of age or older and who is not a resident of the State of Illinois may possess:

1. 15 grams of cannabis flower;
2. 2.5 grams of cannabis concentrate; and
3. 250 milligrams of THC contained in a cannabis-infused product.

This Chapter shall not be construed as conflicting with or limiting enforcement of the Illinois Cannabis Control Act, 720 ILCS 550/, the Compassionate Use of Medical
Cannabis Program Act, 410 ILCS 130/1, or the Illinois Cannabis Regulation and Tax Act 410 ILCS 705/, as amended from time to time.

8-13-3. - POSSESSION OF LESS THAN 10 GRAMS CANNABIS BY PERSONS UNDER THE AGE OF 21; ADMINISTRATIVE ADJUDICATION; PENALTIES OR DISPOSITION.

(A) Any person under the age of twenty-one (21) years old who violates this Chapter by possessing not more than ten grams (10 g) of cannabis shall be issued a notice of violation. The notice of violation shall direct the individual to appear before the City's Division of Administrative Adjudication for an administrative adjudication hearing.

(B) Any person under the age of twenty-one (21) years old appearing before the Division of Administrative Adjudication and found to have violated Section 8-13-2 of this Chapter by possessing not more than ten grams (10 g) of cannabis shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) for each violation, and or in the discretion of the Hearing Officer, may be referred to a suitable drug education, counseling, or rehabilitation program, or ordered to perform community service.

This Chapter shall not be construed as conflicting with or limiting enforcement of the Illinois Cannabis Control Act, 720 ILCS 550/, the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1, or the Illinois Cannabis Regulation and Tax Act 410 ILCS 705/, as amended from time to time.

8-13-4. - POSSESSION OF MORE THAN 10 GRAMS; PENALTIES OR DISPOSITION.

Persons twenty-one (21) years of age and older possessing more than ten grams (10 g) in violation of 8-13-2 of cannabis and persons twenty-one (21) years of age and older, and who are cited for violations of this Chapter will have such citations adjudicated in the Second Municipal District of the Circuit Court of Cook County. Any person found to have violated Section 8-13-2 of this Chapter by possessing more than ten grams (10 g) of the allowed amounts of cannabis shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) for each violation.

This Chapter shall not be construed as conflicting with or limiting enforcement of the Illinois Cannabis Control Act, 720 ILCS 550/, the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1, or the Illinois Cannabis Regulation and Tax Act 410 ILCS 705/, as amended from time to time.

8-13-4. - ANNUAL REPORT.

The Chief of Police shall make an annual report and evaluation to the City Council of the disposition of all violations of this Chapter.
SECTION 2: City Code Title 8, Chapter 14, “Drug Paraphernalia Control,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 14 - DRUG PARAPHERNALIA CONTROL

8-14-1. - TITLE.
This Chapter shall be known and may be cited as the DRUG PARAPHERNALIA CONTROL ORDINANCE.

8-14-2. - DEFINITIONS.

As used in this Chapter, unless the context otherwise requires:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANNAIBIS.</td>
<td>Includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.</td>
</tr>
<tr>
<td>CONTROLLED SUBSTANCES.</td>
<td>A drug, substance, immediate precursor, or synthetic drug in the schedules of Article II of the “Illinois Controlled Substance Act” 720 ILCS 570/100 et seq.</td>
</tr>
<tr>
<td>DELIVER or DELIVERY.</td>
<td>The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.</td>
</tr>
<tr>
<td>DRUG PARAPHERNALIA.</td>
<td>All equipment, products and materials of any kind which are used, or intended for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging,</td>
</tr>
</tbody>
</table>

Page 5 of 13
repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the "Cannabis Control Act" 720 ILCS 550/1 et seq. or the "Illinois Controlled Substances Act" 720 ILCS 570/100 et seq. It includes but is not limited to:

(A) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or cannabis or from which a controlled substance or cannabis can be derived;

(B) Kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing cannabis or controlled substances;

(C) Isomerization devices used or intended for use in increasing the potency of any species of plant which is cannabis or a controlled substance;

(D) Testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances;

(E) Scales and balances used or intended for use in weighing or measuring cannabis or controlled substances;

(F) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose used or intended for use in cutting cannabis or controlled substances;

(G) Separation gins and sifters used or intended for use in removing twigs and seeds from, or in otherwise cleaning or refining cannabis;

(H) Blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding cannabis or controlled substances;

(I) Capsules, balloons, envelopes and other containers used, or intended for use, in packaging small quantities of cannabis or controlled substances;

(J) Containers and other objects used, or intended for use in
- storing or concealing cannabis or controlled substances;

(K) (J) Hypodermic syringes, needles and other objects used, or intended for use, in parenterally injecting cannabis or controlled substances into the human body;

(L) (K) Objects used, or intended for use, in ingesting, inhaling or otherwise introducing marijuana, or cocaine, hashish, or hashish oil into the human body, such as:

1. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;

2. Water pipes;

3. Carburetion tubes and devices;

4. Smoking and carburetion masks;

5. Roach clips, meaning objects used to hold burning material such as marijuana cigarette that has become too small or too short to be held in the hand;

6. Miniature cocaine spoons and cocaine vials;

7. Chamber pipes;

8. Carburetor pipes;

9. Electric pipes;

10. Air-driven pipes;

11. Chillums;

12. Bongs;

13. Ice pipes or chillers;

In determining whether an object is drug paraphernalia, a court should consider, in addition to all other logically relevant factors, the following:
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Statements by an owner or by anyone in control of the object concerning its use;</td>
</tr>
<tr>
<td>(B)</td>
<td>Prior convictions, if any, of an owner or of anyone in control of the object, under any State or Federal law relating to any controlled substance or cannabis;</td>
</tr>
<tr>
<td>(C)</td>
<td>The proximity of the object in time and space to a direct violation of this Chapter;</td>
</tr>
<tr>
<td>(D)</td>
<td>The proximity of the object to cannabis or controlled substances;</td>
</tr>
<tr>
<td>(E)</td>
<td>The existence of any residue of cannabis or controlled substances on the object;</td>
</tr>
<tr>
<td>(F)</td>
<td>Direct or circumstantial evidence of the intent of an owner or anyone in control of the object, to deliver it to persons whom he/she knows intend to use the object to facilitate a violation of the &quot;Cannabis Control Act&quot; 720 ILCS 550/1 et seq., or the &quot;Illinois Controlled Substances Act&quot; 720 ILCS 570/100 et seq.; the innocence of an owner or of any one in control of the object as to a direct violation of the &quot;Cannabis Control Act,&quot; 720 ILCS 550/1 et seq., or the &quot;Illinois Controlled Substances Act,&quot; 720 ILCS 570/100 et seq., shall not prevent a finding that the object is used or intended for use as drug paraphernalia.</td>
</tr>
<tr>
<td>(G)</td>
<td>Instructions, oral or written, provided with the object concerning its use;</td>
</tr>
<tr>
<td>(H)</td>
<td>Descriptive materials accompanying the object which explain or depict its use;</td>
</tr>
<tr>
<td>(I)</td>
<td>National and local advertising concerning its use;</td>
</tr>
<tr>
<td>(J)</td>
<td>The manner in which the object is displayed for sale;</td>
</tr>
<tr>
<td>(K)</td>
<td>Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;</td>
</tr>
<tr>
<td>(L)</td>
<td>Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;</td>
</tr>
</tbody>
</table>

~7~
| MANUFACTURE. | The production, preparation, propagation, compounding, conversion or processing of cannabis or controlled substances, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of cannabis or controlled substances or labeling of its container, except that this term does not include: |
| (A) By an ultimate user, the preparation or compounding of a controlled substance for his/her own use; or |
| (B) By a practitioner, or his/her authorized agent under his/her supervision, the preparation, compounding, packaging or labeling of a controlled substance; |
| 1. As an incident to his/her administering or dispensing of a controlled substance in the course of his/her professional practice; or |
| 2. As an incident to lawful research, teaching or chemical analysis and not for sale. |

| PERSON. | Any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other entity. |

| PRODUCE or PRODUCTION. | Planting, cultivating, tending or harvesting. |

**8-14.3. - UNLAWFUL TO USE OR POSSESS DRUG PARAPHERNALIA.**

It is unlawful for any person to use or to possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body cannabis or a controlled substance in violation of the "Cannabis Control Act," 720 ILCS 550/1 et seq., or the "Illinois Controlled Substances Act" 720 ILCS 570/100 et seq.
8-14-4. - UNLAWFUL TO DELIVER OR MANUFACTURE DRUG PARAPHERNALIA WITH INTENT TO DELIVER.

It is unlawful for any person to deliver, possess with intent to deliver or manufacture drug paraphernalia knowing that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body cannabis or a controlled substance in violation of the "Cannabis Control Act," 720 ILCS 550/1 et seq., or the "Illinois Controlled Substances Act" 720 ILCS 570/100 et seq.

8-14-5. - UNLAWFUL TO ADVERTISE DRUG PARAPHERNALIA.

It is unlawful for any person to place in any newspaper, magazine, handbill or other publication any advertisement knowing that the purpose of the advertisement taken as a whole is to promote the sale of objects used or intended for use as drug paraphernalia.

8-14-6. - PENALTY.

Violation of any Section of this Chapter will constitute a civil law punishable by a fine of two hundred dollars ($200.00).

8-14-7. - SEVERABILITY.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid the invalidity does not affect other provisions or applications of the Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are severable.

SECTION 3: City Code Title 9, Chapter 5, Section 10, “Alcoholic Beverages; Consumption/ Possession Public Property,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

9-5-10. - ALCOHOLIC BEVERAGES AND CANNABIS; CONSUMPTION/ POSSESSION PUBLIC PROPERTY.

Except as otherwise provided below, no person shall within the corporate limits of the City.

(A) Transport: Transport any alcoholic beverage or cannabis products within the passenger area of any motor vehicle except in the original container and with the seal unbroken.
(B) Consumption In Vehicles: Consume or have on his/her person open containers of alcoholic beverages or cannabis products in or on any part of any motor vehicle.

(C) Consumption In Public:

1. Consume or have on his/her person or in or about personal property open containers of alcoholic beverages or cannabis products in public buildings, parks, highways, streets, alleys, sidewalks, parkways and public parking lots. Notwithstanding any of the foregoing, service of alcoholic beverages at a sidewalk cafe authorized for such service pursuant to Subsection 7-2-6(D) of this Code and possession and consumption of alcoholic beverages by patrons at such cafes shall be permitted.

2. Have on his/her person or in or about personal property containers of alcoholic beverages or cannabis products in public buildings, parks, or beaches.

3. Except for patrons of the Canal Shores Golf Course or individuals attending a special event on the golf course, persons cannot consume or have on his/her person or in or about personal property containers of alcoholic beverages on the Canal Shores Peter N. Jans Community Golf Course. This Section shall not be construed to prohibit the consumption or possession of alcoholic beverages within an area bounded by the north wall and the east wall of the American Legion building at 1030 Central Street and by the intersection of a line one hundred feet (100') west of the American Legion building and a line one hundred feet (100') south of said building, provided that appropriate State and City liquor licenses are in effect for the American Legion building premises. Within sixty (60) days of the passage of this Subsection (C)3, the golf course will post signage advising of the boundaries within which possession and consumption of alcoholic beverages are permitted. Posting and maintenance of said signs are the responsibility of the golf course.

(D) Violation: Any person found violating any of the provisions of this Section shall be fined not less than five hundred dollars ($500.00), nor more than one thousand dollars ($1,000.00) for each offense. It shall not be a defense to any citation written for any violation of any provision of this Section that the containers of alcoholic beverages were empty at the time the citation was issued.

This Section shall not be construed to prohibit the possession or consumption of alcoholic beverages within public buildings, on streets, alleys, sidewalks, parkways and public parking lots in conjunction with an authorized event where
such event and use of said alcoholic beverages has been disclosed in writing to and authorized by the City Manager or his/her designee.

This Chapter shall not be construed as conflicting with or limiting enforcement of the Illinois Cannabis Control Act, 720 ILCS 550/, the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1, or the Illinois Cannabis Regulation and Tax Act 410 ILCS 705/, as amended from time to time.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 provision or invalid application of this ordinance is severable.

SECTION 6: Ordinance 152-O-19 shall be in full force and effect after its passage and approval.

SECTION 7: 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

~11~
Memorandum

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: November 25, 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 Action

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".

The most recent version of the Ordinance includes amendments from the November 11, 2019 City Council meeting. These amendments include, but are not limited to, adding a simple majority requirement for a finding of a violation by the Board of Ethics, making the Rules Committee the appellate body for the Board of Ethics, adding a $75.00 restriction of food and beverages, adopting the State statute provisions, and adding a statute of limitation on any complaint filed.

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.
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.
**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>
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<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>
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**Board of Ethics Chair.**

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
| **City approval.** | 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. |
| **Code.** | The City of Evanston Code of Ethics. |
| **Compensated time.** | 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. |
| **Compensatory time.** | 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. |
| **Covered person.** | Unless otherwise stated or expressly limited, this shall mean every elected official, appointed official or employee of the City. |
| **Director.** | Each City department head. |
| **Elected official.** | 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. |
| **Employee.** | 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. |
| **Gift.** | 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. |
| **Interest in real property.** | 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 |
**Intra-governmental and inter-governmental gifts.** Intra-governmental gift means any gift given to a covered person 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.

**Other members of a person’s household.** 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.

**Persons or entities doing business.** 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.

**Persons or entities seeking to do business.** (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.

**Political organization.** 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.

**Prohibited source.** 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.

**Protected activity.** For purposes of this Chapter, protected activities means the following:
### Disclosure or request to disclose an activity, policy or practice

(a) Disclosure or request to disclose an activity, policy or practice that any covered person would reasonably believe is a 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.

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<thead>
<tr>
<th><strong>Special Counsel</strong></th>
<th>Counsel for Board of Ethics.</th>
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<tr>
<td><strong>Supervisor.</strong></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>
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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. Any elected or appointed official must state the reason for abstention at the time they abstain. 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.
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.

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 in which the covered person is a member thereof. 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, stepson, stepdaughter, 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 and at no time can food and refreshments exceed seventy-five dollars ($75.00) 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 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 ninety (90) 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 Rules Committee 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 Rules Committee 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 Rules Committee 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;

(E) The Board of Ethics does not have the power to issue subpoenas;

(F) 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

(G) 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.

(A) The Board of Ethics Special Counsel ("Special Counsel") is hereby established.

(B) 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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 within thirty (30) days after the alleged violation.
(A) 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 and respondent 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 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 1-10-15.

(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. A simple majority is required by the Board of Ethics for a finding of a violation of the Ethics Code.

(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 Rules Committee City Council.

(I) Only if, and when, the respondent or the complainant objects to the final opinion, the Rules Committee City Council shall act as a Board of Appeals.

(J) The Rules Committee 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.

(K) The Special Counsel may refer a final finding of a violation of Section 1-10-4(F) and Section 1-10-6 of this Code to the Cook County State’s Attorney’s Office in accordance with 5 ILCS 430/.

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;

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.

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 Ethics'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 RULES COMMITTEE 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 Rules Committee 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 Rules Committee 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 Rules Committee City Council, the Board of Ethics Final Opinion will be considered.

(C) Any time prior to the issuance of the final opinion by the Rules Committee 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 Rules Committee-City Council. Whether the settlement is made public or not is determined by the Rules Committee-City Council. For settlement purposes the hearing may be continued from time to time at the discretion of the Rules Committee-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.

(F) A two-thirds majority vote by the Rules Committee-City Council is needed to overturn a final decision issued by the Board of Ethics.

(G) The final decision of the Rules Committee imposing a fine shall be subject to judicial review in accordance with applicable law.

1-10-17. - ENFORCEMENT AND PENALTIES.

(A) Discipline for elected officials and appointed officials. The Rules Committee-City Council may take action against any elected official or appointed official who has been found by the Rules Committee-City Council to violate the Code of Ethics. Actions that the Rules Committee-City Council may take against elected officials and appointed officials include but are not limited to: counseling, reprimand, public censure or fine. The Rules Committee-City Council may, where appropriate, discharge appointed officials. The Rules Committee-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 Rules Committee-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.

(C) Pursuant to 5 ILCS 430/70-5, and pursuant to its home rule powers, the City of Evanston hereby adopts by reference 5 ILCS 430/50-5(a) and 5 ILCS 430/50-5(c).

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.

Introduced: _________________, 2019

Approved:

Adopted: _________________, 2019

______________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
20-O-19

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><strong>Board of Ethics Chair.</strong></td>
<td>Board of Ethics Chair will act as a Hearing Officer whose duty it is to:</td>
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<td></td>
<td>(1) Preside at a hearing called to determine whether or not a Code violation exists;</td>
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<td>(2) Hold conferences between the parties for the settlement or simplification of the issues;</td>
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<td>(3) Administer oaths;</td>
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<td>(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</td>
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(5) Rule upon motions, objections and the admissibility of evidence.

| **City approval.** | 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. |
| **Code.** | The City of Evanston Code of Ethics. |
| **Compensated time.** | 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. |
| **Compensatory time.** | 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. |
| **Covered person.** | Unless otherwise stated or expressly limited, this shall mean every elected official, appointed official or employee of the City. |
| **Director.** | Each City department head. |
| **Elected official.** | 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. |
| **Employee.** | 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. |
| **Gift.** | 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. |
| **Interest in real property.** | 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 |
Intra-governmental and inter-governmental gifts.

Intra-governmental gift means any gift given to a covered person 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.

Other members of a person’s household.

A person who is not a spouse or minor child of 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.

Persons or entities doing business.

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.

Persons or entities seeking to do business.

(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.

Political organization.

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.

Prohibited source.

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.

Protected activity.

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 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><strong>Supervisor.</strong></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>
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</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. Any elected or appointed official must state the reason for abstention at the time they abstain. 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.
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.

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 shall appear on behalf of or against any private party before any City board or commission in which the covered person is a member thereof. 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, stepson, stepdaughter, 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 and at no time can food and refreshments exceed seventy-five dollars ($75.00) 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 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 ninety (90) 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 Rules Committee 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 Rules Committee 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 Rules Committee 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;

(E) The Board of Ethics does not have the power to issue subpoenas;

(F) 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

(G) 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.

(A) The Board of Ethics Special Counsel ("Special Counsel") is hereby established.

(B) 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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 within thirty (30) days after the alleged violation.
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.

An acknowledgment of receipt of the complaint shall be sent by the Special
Counsel via email to the complainant and respondent within seven (7) calendar
days of receipt of the complaint.

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 complainant alleges sufficient facts to state a violation, the
Board of Ethics shall conduct a hearing in accordance with Section 1-10-15.

The hearing shall be led by the Board of Ethics Chair and include a review of all
relevant documents and records.

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. A simple majority is required by the Board
of Ethics for a finding of a violation of the Ethics Code.

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.

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.

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 Rules Committee.
(I) Only if, and when, the respondent or the complainant objects to the final opinion, the Rules Committee shall act as a Board of Appeals.

(J) The Rules Committee may take further action as is appropriate on any determination by the Board of Ethics that there has been a violation of this Ordinance.

(K) The Special Counsel may refer a final finding of a violation of Section 1-10-4(F) and Section 1-10-6 of this Code to the Cook County State’s Attorney’s Office in accordance with 5 ILCS 430/.

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;
Deliberation by the Board of Ethics;
Vote by the Board of Ethics in open session.


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.

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 Ethics' 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 RULES COMMITTEE FOR FINAL ACTION.

The following are the procedures to be followed when a final opinion of an ethics complaint is forwarded to the Rules Committee 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 Rules Committee 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 Rules Committee, the Board of Ethics Final Opinion will be considered.

(C) Any time prior to the issuance of the final opinion by the Rules Committee, 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 Rules Committee. Whether the settlement is made public or not is
determined by the Rules Committee. For settlement purposes the hearing may be continued from time to time at the discretion of the Rules Committee.

(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.

(F) A two-thirds majority vote by the Rules Committee is needed to overturn a final decision issued by the Board of Ethics.

(G) The final decision of the Rules Committee imposing a fine shall be subject to judicial review in accordance with applicable law.

1-10-17. - ENFORCEMENT AND PENALTIES.

(A) Discipline for elected officials and appointed officials. The Rules Committee may take action against any elected official or appointed official who has been found by the Rules Committee to violate the Code of Ethics. Actions that the Rules Committee may take against elected officials and appointed officials include but are not limited to: counseling, reprimand, public censure or fine. The Rules Committee may, where appropriate, discharge appointed officials. The Rules Committee 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 Rules Committee 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.

(C) Pursuant to 5 ILCS 430/70-5, and pursuant to its home rule powers, the City of Evanston hereby adopts by reference 5 ILCS 430/50-5(a) and 5 ILCS 430/50-5(c).

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.

Introduced: __________________, 2019
Adopted: __________________, 2019

Approved:

______________________________
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: David Stoneback, Public Works Agency Director
Subject: Ordinance 148-O-19 Amending City Code Title 8, Chapter 4, "Municipal Solid Waste" and Chapter 4 1/2 "Municipal Solid Waste Hauling License"

Date: November 25, 2019

Recommended Action:
City Staff recommends City Council adoption of Ordinance 148-O-19, amending City Code Title 8, Chapter 4, "Municipal Solid Waste" and Chapter 4 1/2 "Municipal Solid Waste Hauling License"

Council Action:
For Introduction

Summary:
The proposed ordinance updates the City Code for Municipal Solid Waste and for Municipal Solid Waste Hauling License requirements in the following ways:

1. **Revises acceptable recyclable materials** – Over time, the materials that are accepted at recycling facilities change, and the code is being updated to reflect the current allowed recyclable materials.

2. **Requires all municipal solid waste collection containers to be located above ground** – Staff is aware of three properties where solid waste is stored in collection containers below ground. This requires the City’s contractor to lift the container out of a pit and dump the waste into a cart. These properties currently use 65 gallon carts for recyclable materials. Solid waste carts will be provided to the properties at no cost and they will be responsible to roll the carts out to the alley, similar to what they currently do for recyclable materials. The property owners will not incur any additional charges.

3. **Establishes different franchise service exemption requirements for municipal solid waste services and construction debris disposal** – The intent of the code is to allow an established property to be exempt from the franchise service if they are part of a corporation that has a national waste hauler contract (e.g. Whole Foods) or if there is a specialized service that cannot be provided by the City franchise service. Recently, developers / contractors have claimed to have a waste hauler agreement...
with a private scavenger that exempts them from using the franchise hauler for construction and building debris. The proposed code modifications establish different exemption requirements for municipal solid waste services and for construction debris disposal.

4. **Establishes a hauler fee for entities that are exempt or granted an exemption from the City's franchise waste services.** The City’s solid waste franchise agreement includes a provision for the contractor to perform revenue collection services on behalf of the City. When the contractor invoices an entity for the monthly service provided, they also include a hauler fee which is then recompensed to the City. The City Code exempts universities, hospitals and other governmental agencies from the franchise service and a few other entities were granted an exemption from the service as allowed by the City Code.

   The entities that are exempt from the City’s solid waste franchise service are currently not assessed the hauler fee. The proposed ordinance would establish a hauler fee for these entities similar to the fees assessed to entities that are provided the solid waste services under the franchise service agreement.

   The hauler fee currently assessed to entities serviced by the City’s solid waste franchise generates approximately $160,000 annually and is shown as revenue in the Solid Waste Fund. Staff anticipates that assessing the hauler fee to the entities currently exempt from the franchise services will generate an additional $42,000. These funds will help balance the Solid Waste fund, which continues to have a negative fund balance of over $600,000.

**Attachments:**

148-O-19 Amending Title 8, Chapter 4 Municipal Solid Waste
AN ORDINANCE

Amending City Code Title 8, Chapter 4, “Municipal Solid Waste” and Chapter 4 1/2 “Municipal Solid Waste Hauling License”

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

SECTION 1: City Code Section 8-4-1, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-4-1. - DEFINITIONS.

In the construction and application of this Chapter, the following words shall have the meanings respectively ascribed to them in this Section:

<table>
<thead>
<tr>
<th>COMPOSTABLE MATERIALS.</th>
<th>Yard Waste, Food Scraps, and products or materials that will completely break down into organic matter within one hundred eighty (180) days and the microorganisms present in compost will consume the material at the same rate they would natural materials (i.e. Food Scraps, Yard Waste and soiled paper).</th>
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<tr>
<td></td>
<td>To ensure material meets the one hundred eighty (180) days within this definition it must meet one of the following criteria:</td>
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<td></td>
<td>(a) The product packaging or the specific product includes the BPI logo;</td>
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<td>(b) The product packaging or the specific product includes the phrase &quot;meets ASTM standards for compostability; or</td>
</tr>
<tr>
<td></td>
<td>(c) The product packaging or the specific product has been designated &quot;Certified Compostable&quot; by the Biodegradable Products Institute (BPI).</td>
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<td></td>
<td>Any other materials agreed upon in writing between the City and a private scavenger under contract with the City.</td>
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SECTION 2: City Code Section 8-4-4, “Recyclable Materials Disposal Requirements,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
8-4-4. - RECYCLABLE MATERIALS DISPOSAL REQUIREMENTS.

(A) The recyclable materials listed in this Section set out for disposal shall be cleaned and segregated from any refuse and compostable material and set out in special receptacles provided by the City or the franchise waste private scavenger(s):

1. Paper items including newspapers and all inserts, direct mail advertising, office paper, magazines, catalogs, phone books, cardboard, paper bags, and chipboard (flattened cereal or tissue boxes, paper towels and toilet paper rolls, and food boxes). No waxed paper products will be accepted.

2. Juice boxes and milk, water, and broth cartons.

2 3. Glass jars and bottles without lids.

3 4. Aluminum cans, containers, and clean foil, and metal lids larger than 3” in diameter.

4 5. Steel and bimetal cans including empty aerosol cans and empty dry paint cans.

5 6. Plastic containers, bottles, and lids with material code numbers 1, 2, 3, 4, 5, and 7(lids must be on the container)

6 7. Other articles may be prohibited by additional regulations promulgated by the Director of Public Works or the City Manager or his/her designee(s).

SECTION 3: City Code Section 8-4-6(C), “Private Scavenger Provided Receptacles,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Private Scavenger Provided Receptacles.

1. Receptacles provided by private scavengers shall be leak-resistant, leakproof, rodent-resistant, lidded, and constructed of impervious material. The receptacles are subject to the inspection of the City of Evanston Health and Human Services Department.

2. Receptacles provided by private scavengers must display the name and address of the premises they serve in conspicuous lettering. Said lettering is to be maintained in a clean and legible condition. Containers shall be situated so that the required lettering is visible from the public way. This provision shall be waived in the event that private scavengers swap out containers during the weekly collection with new cleaned containers each and every week service is in effect.
3. Receptacles provided by private scavengers located in the downtown zoning districts shall be maintained with their lids shut and locked, except when depositing or removing waste.

4. Any private scavenger distributing receptacles within the City must, on an annual basis, provide the following information to the Director of Public Works or the City Manager or his/her designee(s).

a. The name, address and telephone number of the scavenger service and their contact person's name.

b. The name, address and telephone number of the owner and operator of the premises serviced by the private scavenger.

c. The number of receptacles provided, the capacity of each, their specific location and the frequency of pick up.

5. The private scavenger shall update the information provided to the City within ten (10) days of any changes to the service provided.

SECTION 4: City Code Section 8-4-8(A), “DESIGNATION OF COLLECTION SITE; COLLECTION AGENT,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Municipal solid waste collection containers shall be located aboveground. No collection will be made from containers set into the ground unless such containers were being serviced by City provided municipal solid waste collection service or a private scavenger as of the effective date hereof.

SECTION 5: City Code Section 8-4-9-1, “COLLECTION SERVICES,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) The City shall provide municipal solid waste collection service, not including the collection of construction debris, on a once per week basis when practicable, to the following:

1. All single-family detached homes. For purposes of this Section, a structure commonly called a "coach house" or "carriage house" is considered to be a "single-family detached home" separate from the principal house on the same lot.

2. All multiple dwellings of five (5) or fewer units.

3. Townhouse, row house, or multiple dwellings which are at least seventy-five percent (75%) owner occupied for the entire housing complex, and that the Director of Public Works or the City Manager or his/her designee(s) determines
shall be included in the municipal solid waste collection service based on accessibility. Townhouse, row house, and multiple dwellings that the Director of Public Works or the City Manager or his/her designee(s) determines shall not be included in the municipal solid waste collection service shall be serviced by the municipal solid waste franchise service pursuant to Subsection 8-4-9-1(B) of this Chapter. A sanitation service charge for the municipal solid waste collection service will be charged as specified in Section 8-4-11 of this Chapter.

(B) Condominium, cooperative apartment, townhouse, or row house dwellings with six (6) or more units.

1. For condominium, cooperative apartment, townhouse, or row house dwellings with six (6) or more units, the City shall provide municipal solid waste collection service via private scavenger under contract with the City, not including the collection of construction debris, on a twice per week basis when practicable, to each unit of a condominium, cooperative apartment, townhouse, or row house dwelling which is at least seventy-five percent (75%) owner occupied for the entire housing complex. A sanitation service charge for the municipal solid waste collection service will be charged as specified in Section 8-4-11 of this Chapter.

2. In the event a condominium/cooperative apartment has limited municipal solid waste storage capacity requiring removal more than twice per week, as determined by the Director of Public Works or the City Manager his/her designee(s), the extra collection service shall be obtained at the expense of the building occupants or owners.

(C) All other residences, businesses, institutions or other legal entities shall be serviced by the City franchise waste service pursuant to Section 8-4-9-2 of this Chapter unless the residence, business, institution, or other legal entity is:

1. Exempted from the municipal solid waste franchise service pursuant to Section 8-4-9-2-2 of this Chapter; or
2. Receiving municipal solid waste collection service from a private scavenger contracted by the City pursuant to Subsection 8-4-9-1(B) of this Chapter; or
3. Serviced by a governmental agency other than the City; or
4. A university, hospital, or governmental agency.

(D) Any person or legal entity occupying any building required to provide private scavenger service shall, upon the request of the City Manager or his/her designee, provide a copy of the current contract for refuse collection with a licensed scavenger for the subject premises.
(E) Each building in the City that contains six (6) or more residential units and is served by the exclusive municipal solid waste franchise contractor, designated pursuant to Subsection 8-4-9-2 of this Title, shall receive one (1), ninety-five-gallon recycling cart from said contractor at no cost to the owners of such buildings.

(F) The owner of each building that receives a recycling cart pursuant to this Section shall provide adequate on-site storage space for each cart and access to each cart to the building residents and the municipal solid waste franchise contractor.

(G) Municipal solid waste that accumulates or remains in any street, alley or other public place where its presence constitutes a nuisance to others or a potential or actual hazard to health, sanitation or safety the Director of Public Works or the City Manager or his/her designee(s) shall have the municipal solid waste collected as a Special Pick Up. The City will charge the person or entity causing the nuisance or hazard for a Special Pick Up.

(H) When municipal solid waste (other than construction debris) is too large to fit in the container provided by the City, the property owner shall request a Special Pick Up. If a Special Pick Up is not requested, the waste will be tagged with a "non-collection notice" sticker. If the property owner does not call within forty-eight (48) hours of the municipal solid waste being tagged, the Special Pick Up will be performed and the property owner will be charged.

(I) If the City Manager or his/her designee determines that a Sunday municipal solid waste pickup from a business or commercial premises is required in the interest of the public health, welfare, or safety, he/she:

1. Shall order same and invoice the operator of the premises in question for three hundred fifty dollars ($350.00); and

2. May cause the area in proximity to said receptacle to be cleaned. If the area adjacent to the container is not kept clear of municipal solid waste on a Sunday, the City may remove the municipal solid waste adjacent to the container and invoice the operator of the premises in question three hundred fifty dollars ($350.00) for each occurrence. Nonpayment of any invoice issued pursuant to this Section within thirty (30) days of its date shall constitute a violation of this Chapter.

SECTION 6: City Code Section 8-4-9-2-1(A), “ESTABLISHING FRANCHISE WASTE SERVICE, GENERAL REGULATIONS,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

To regulate and control the collection, transportation, and disposal of municipal solid waste, the City opts for an exclusive franchise waste service to collect, transport, and
dispose of municipal solid waste by one or more qualified private scavengers procured through a competitive bidding process.

(A) The following shall be serviced by the exclusive municipal solid waste franchise service:

1. All townhouse, row house, or multiple dwellings that the City does not provide municipal solid waste collection to under Subsections 8-4-9-1(A)3 and (B) of this Chapter; and

2. All residences, businesses, institutions, or other legal entities required in Subsection 8-4-9-1(C) of this Chapter to receive service from the municipal solid waste franchise service; and

3. All residences. Businesses, institutions, or other legal entities that want to participate year round food scrap collection program.

4. Disposal of construction debris

SECTION 7: City Code Section 8-4-9-2-2, “FRANCHISE SERVICE EXEMPTIONS,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Any person or legal entity occupying any building specified in Subsection 8-4-9-1(C) of this Chapter may request, in writing, to the Director of Public Works or the City Manager or their designee(s), that they be exempted from the City franchise service for municipal solid waste services. Said request shall specify the circumstances that necessitate such exemption status which may include, but are not limited to, a corporate contract whose provisions are outside the persons' or entities' control or a specialized service that cannot be provided by the City franchise service.

(B) Any person or legal entity that has been granted an exemption from the City franchise waste service shall contract at its own expense with a private scavenger licensed by the City pursuant to Chapter 4½ of this Title. Municipal solid waste pick up by the private scavenger shall be as often as may be required to prevent stored municipal solid waste from becoming a nuisance or a threat to the public health, welfare, or safety.

(C) Commencing on January 1, 2020, any entity, university or hospital exempt from the municipal solid waste franchise service shall pay to the City a per cubic yard hauler fee on each cubic yard of receptacle volume provided by a private scavenger for refuse collection, but not for recyclable or compostable material collection. The hauler fee shall be equal to two dollars and fifty cents ($2.50) per cubic yard of receptacle volume provided multiplied by the times per week the
receptacle is serviced and then multiplied by three (3), the number of months in a calendar quarter.

(D) The hauler fee shall be paid to the City Collector no later than the thirtieth (30th) day following the close of a calendar quarter (for example, such payment is due on April 30th for the first calendar quarter ending March 31st) without demand from the City.

(E) Any person or legal entity using a private scavenger for construction debris disposal may request, in writing, to the Director of Public Works or the City Manager or their designee(s) that they be exempted from the City franchise service. Said request shall specify the circumstances that necessitate such exemption status which may include, but not limited to, a specialized service that cannot be provided by the City franchise service, such as the collection and disposal of poisonous or toxic materials and any quantities of liquid requiring tanker truck equipment.

(F) Any person or legal entity that has been granted an exemption from the City franchise waste service for construction debris disposal shall contract at its own expense with a private scavenger licensed by the City pursuant to Chapter 4 ½ of this Title.

a. Before the service is provided, the entity shall submit to the Director of Public Works or their designee(s) evidence that the private scavenger is licensed by the City; an estimate of number of containers and size to be utilized; when the service will begin and the duration in months that the service will be provided; the location where the debris will be disposed.

b. For each month that the containers are utilized, the entity shall provide the City with a copy of the invoice from the private scavenger indicating the cubic yards of the containers utilized and the weight of the material disposed.

c. The entity that is granted an exception in Section 8-4-9-2-2(E) shall pay the City a hauler fee of $1.00 for each cubic yard of disposal container provided. The hauler fee must be paid to the City Collector no later than the thirtieth (30th) day following the close of a calendar quarter (for example, such payment is due on April 30th for the first calendar quarter ending March 31st) without demand from the City.

d. The City shall not issue a Certificate of Temporary Occupancy for the building site that utilizes an non-franchise private scavenger until the entity that requests an exception submits all required invoices and pays all outstanding hauler fees.
(G) Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with or resisting or opposing the enforcement of any provision of this Section, except when otherwise specifically provided, shall be fined not less than two hundred fifty dollars ($250.00) for the first offense, and not less than seven hundred fifty dollars ($750.00) for the second and each subsequent offense in any one hundred eighty (180) day period; each day of violation shall constitute a separate and distinct offense.

(H) All fees imposed by this Section 8-4-9-2-2(F) and remaining unpaid after they are due will bear interest at a rate of ten percent (10%) per month, or fraction thereof. The entity requesting a franchise service exemption shall timely pay all fees imposed by this section to the City Collector.

SECTION 8: City Code Section 8-4 1/2-1, “LICENSE REQUIRED.,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) No “private scavenger” as defined in Section 8-4-1 of this Title shall engage in the collection, transportation, and/or disposal of municipal solid waste within the municipal limits without first having obtained an annual license to do so. The only private scavengers eligible to apply for such a license are:

1. Those contracted by the City to collect municipal solid waste.

2. Those contracted by the City as the franchise waste hauler(s) pursuant to Section 8-4-9-3 of this Title.

3. Those servicing persons or entities that are not required to be serviced by the City’s municipal solid waste pick up service or the municipal solid waste franchise service.

(B) Every application for a license to carry on the business of a private scavenger shall conform to the general provisions of Chapter 4 of this Title relating to municipal solid waste, and shall state the number of vehicles which the applicant intends to operate or use in such business.

(C) The application for a license so required herein shall state: what method of disposal and the place thereof proposed by the applicant. The license shall be granted only upon the approval of the application by the public health director or his/her designee, and may be revoked at any time upon the recommendation of the Public Health Director for cause.

1. The company name of the private scavenger, their company address, the phone number and email address for a primary and alternate contact person for the private scavenger.
2. The name of the business or entity that the private scavenger is providing solid waste services for, and the address, phone number and email address for the contact person at the business or entity.

3. For each location where solid waste service is provided for the business / entity provide the service address, the type of receptacle(s) on site, the frequency of collection for each receptacle and the days of the week the collection is performed.

4. The name and address of disposal site for the solid waste and recyclable materials collected.

(D) The license shall be granted only upon approval of the application by the Director of Public Works or his/her designee. The license may be revoked at any time upon the recommendation of the Director of Public Health or the Director of Public Works for cause.

(E) Any licensed waste hauler within the City must, on an annual basis, provide the following information to the Director of Public Works or his/her designee.

1. A report of the weight (in tons) of all solid waste collected in Evanston broken down by service type (refuse, recycling, construction and demolition waste, and food scrap collection) for the previous year. If the licensed waste hauler provided multiple services to Evanston properties, each service must have its weight tracked and reported independently of other services. Reports must be provided in an editable format (Excel, Word, etc.) by the third Monday of January by 5:00 p.m.

SECTION 9: City Code Section 8-4 1/2-2, "FEE, BOND AND INSURANCE, INDEMNIFICATION.," of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Each licensee shall pay annually to the City Collector the sum of ninety dollars ($90.00) one thousand ($1,000.00) for each and every vehicle used by the licensee to haul municipal solid waste business or entity serviced by the private scavenger.

(B) Each licensee shall execute a bond in the City in the sum of five thousand dollars ($5,000.00). This bond shall contain a provision requiring the surety to investigate and defend third party suits.

(C) Each licensee shall agree in writing to indemnify, save, and keep harmless the City from any and all loss, cost, damage, expense or liability of any kind whatsoever, which the City may suffer or which may be recovered against the City from or on account of the issuance of the license or on account of any activity advocated or permitted by the City. Additionally, each licensee shall
supply to the City a certificate of insurance evidencing insurance coverage pertaining to all of the licensee's equipment, personnel and operations in the following amounts:

1. General liability. Two million dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile liability. One million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

3. Workers' compensation and employers' liability. Workers' compensation limits as required by Illinois State Statute.

The City shall be listed as an additional insured on the certificate of insurance, and any change to the certificate or policy of insurance must be reported to the Public Health Director or his/her designee prior to the change becoming effective.

SECTION 10: City Code Section 8-4 1/2-3, “MANNER OF DISPOSAL,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-4½-3. - MANNER OF DISPOSAL.

Municipal solid waste collected by private scavengers shall, under no circumstances, be disposed of in any public dump or public place within the City be disposed of at a refuse disposal or transfer facilities located within the municipal boundaries of the City of Evanston without prior written approval from the Director of Public Works or his/her designee, nor in any other manner or place other than as prescribed by the Public Health Director or his/her designee.

SECTION 11: City Code Section 8-5 1/2-6, “RESIDENTIAL RECYCLING REQUIREMENTS,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-5½-6. - RESIDENTIAL RECYCLING REQUIREMENTS. Reserved.

(A) Each building in the City that contains five (5) or more residential units and is served by the exclusive municipal solid waste franchise contractor, designated pursuant to Subsection 8-4-9-3 of this Title, shall receive one (1), ninety-five-gallon recycling cart from said contractor at no cost to the owners of such buildings.

(B) The owner of each building that receives a recycling cart pursuant to this Section shall provide adequate on-site storage space for each cart and access
to each cart to the building residents and the municipal solid waste franchise contractor.

SECTION 12: City Code Section 8-4 1/2-8, “PENALTY,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-4½-8. - PENALTY.

Any person who shall violate the provisions of this Chapter shall be punishable by a fine of not less than fifty dollars ($50.00), nor more than five hundred dollars ($500.00). A separate offense shall be deemed committed for each day such violation occurs or continues.

SECTION 13: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 14: If any provision of this Ordinance 148-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 15: Ordinance 148-O-19 shall be in full force and effect after its passage and approval.

SECTION 13: 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: ___________________, 2019
Adopted: _________________, 2019
_______________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor
Attest:  

_______________________________  
Devon Reid, City Clerk  

Approved as to form:  

______________________________  
Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
From: Hugh DuBose, Assistant City Attorney
Subject: Ordinance 51-O-19, Amending City Code 3-4-6 “Classification and License Fees” to Add Class R-1 to the Liquor Code
Date: November 25, 2019

Recommended Action:
The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19 which requests a proposed ordinance change to allow for alcoholic beverage sales at Welsh-Ryan arena.

Council Action:
For Action

Summary:
Northwestern University, through its exclusive caterer Levy Catering, requested a change to the Evanston Liquor Code to permit the sale of alcoholic beverages to attendees of the Northwestern basketball games at Welsh Ryan Arena. The current R liquor license covers the University area, but does not permit the sale of alcohol to attendees of sporting events. The ordinance creates a new liquor license class that permits the sale of alcohol at Walsh-Ryan arena. As drafted this ordinance only permits the sale of alcohol at Walsh-Ryan and no other venue.

Legislative History:
At the May 8, 2019, Liquor Control Review Board meeting, Northwestern University requested a proposed ordinance change to permit the sale of alcohol at the Walsh-Ryan arena. Ordinance was introduced June 10, 2019; held by City Council on at the June 24, 2019, meeting for the July 8, 2019, and tabled at the July 8, 2019 meeting. At the November 18, 2019, City Council meeting, the Ordinance was removed from the table for action on November 25, 2019.

Attachments:
Ordinance 51-O-19 Amending Liquor Code Class R1
51-O-19

AN ORDINANCE

Amending City Code 3-4-6 “Classification and License Fees” to Add
Class R-1 to the Liquor Code

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

SECTION 1: Title 3, Chapter 4, Section 6 “Classification and License Fees” is amended for revisions to the Evanston City Code of 2012, as amended, and the new revisions shall read as follows:

(R-1) CLASS R-1 licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption upon the premises while food service is available. Such licenses shall be issued only to facilities with a permanently constructed seating capacity of not more than 8,000 and not less than 7,000 persons, designed and used for presentation of sporting events and other activities, such as recreational activities and entertainment events, and includes retail sales areas and retail food dispensing outlets, including, but not limited to, restaurant areas to accommodate liquor by the drink as well as food patronage, owned, operated and maintained by not for profit educational institutions within the designated university areas. Establishments holding Class R-1 licenses must have some food service available when alcoholic liquor is being sold. The term "university area" shall be as defined in Section 3-4-1 of this Chapter.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual fee for such license shall be six thousand dollars ($6,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be six thousand three hundred dollars ($6,300.00).

No more than one (1) such license(s) shall be in force at any one (1) time. (Ord. No. 51-O-19.)
SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 51-O-19 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: Ordinance 51-O-19 shall be in full force and effect after its passage and approval.

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

Introduced: _________________, 2019  
Adopted: _________________, 2019  
Approved: _________________, 2019

______________________________  
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

______________________________  
Devon Reid, City Clerk  
Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Cade Sterling, Planner I
CC: Johanna Leonard, Community Development Director; Melissa Klotz, Zoning Administrator
Subject: Ordinance 158-O-19 Application for Major Zoning Relief to locate required parking more than 1000’ from a Multifamily Residence at 1570 Oak Ave. in the R6 General Residential District
Date: November 25, 2019

Recommended Action:
Staff and the Zoning Board of Appeals recommend adoption of Ordinance 158-O-19 granting major zoning relief to lease 57 required off-street parking spaces more than 1,000 feet from the subject property (multifamily residence at 1570 Oak Ave.), in the R6 General Residential District. The applicant has complied with all zoning requirements, and meets all of the Standards for Major Variations for this district.

Council Action:
For Introduction

Summary:
1570 Oak Avenue is located within the R6 General Residential District on the west side of Oak Avenue, mid-block between Davis Street to the north and Grove Street to the south. The extant building is an, eight-story, circa 1920s gothic revival mid-rise apartment building. The lot is served by an alley to the west. Due to the lot's extant floor area ratio, no opportunity exists to provide off-street parking on-site. The subject property's required off-street parking, 57 spaces, is currently located to the southwest on a large surface parking lot at 1555 Ridge Avenue. 1555 Ridge Avenue contains approximately 100 open surface parking spaces. Of those, 33 are leased by residents of 1570 Oak. The remaining spaces are leased by Post Office employees, the Margarita Inn, and various smaller businesses and individuals. The spaces are currently rented below market rate. The property owner of 1555 Ridge Avenue is currently in the beginning stage of proposing a residential development on the property, and is therefore planning to end all parking agreements.
Oak Ridge Property Evanston LLC, proposes relocating its required 57 off-street parking spaces for the multifamily residential building at 1570 Oak Avenue, to the Maple Avenue Garage at 1800 Maple Avenue under a long-term lease with the City. The Maple Avenue Garage is located approximately 1200 feet from 1570 Oak Avenue, as measured from the closest property lines. Parking Services has confirmed the requested spaces are available for long-term lease. Due to the existing lot’s floor area ratio, and age of improvements, no opportunity to provide on-site parking exists. Relocating the subject property’s required off-street parking spaces from 1555 Ridge to the Maple Avenue Garage will facilitate a transfer of ownership and ultimate development of an underutilized, large surface parking lot proximate to public transportation and the downtown core. The market value for the land, low parking demand, and costs associated with maintaining the surface parking lot compel a higher use for the location and a public benefit will be derived.

City staff is aware of one objection to the proposal (attached). The objection notes the extended distance to parking will be difficult for mobility-impaired individuals, and the parking rate at the Maple Avenue Garage is a higher cost than what the current parking at 1555 Ridge Avenue is leased at. The applicant has committed to working with any mobility-impaired individuals at 1570 Oak Avenue to find nearby parking if that situation arises, and has also committed to paying the City parking garage lease rate (approximately $110) while only passing on the cost of the current parking rate (approximately $25-$40) to the tenants who currently rent parking at 1555 Ridge Avenue. Staff is not aware of any other objections to the proposal.

**Comprehensive Plan**

Objectives from the Evanston Comprehensive General Plan that apply to this application include:

- **Objective:** Maintain and enhance property values and positive perceptions of housing in Evanston.
  - **Policy:** Encourage both new housing construction and the conversion of underutilized non-residential buildings to housing in order to increase housing variety and to enhance the property tax base.

- **Objective:** Ensure continued high levels of mass transit service throughout Evanston.
  - **Policy:** Promote higher-density residential and mixed-use development in close proximity to transit nodes in order to support non-automobile dependent lifestyles.

**Legislative History:**

October 15, 2019: The ZBA recommended unanimous approval of the major zoning relief.

**ZBA Packet - October 15, 2019**

**Attachments:**

- 158-O-19 Granting Major Variation 1570 Oak Ave Parking
- ZBA Draft Meeting Minutes Excerpt - October 15, 2019
AN ORDINANCE

Granting Major Variation at
1570 Oak Avenue

WHEREAS, Oak Ridge Property Evanston LLC, (the “Applicant”), owner of the property commonly known as 1570 Oak Avenue (the “Subject Property”), located within the R6 General Residential Zoning District and legally described in Exhibit A, attached hereto and incorporated herein by reference, submitted an application seeking approval of a Major Variation from Subsection 6-16-2-1(B)(2) of the Evanston City Code of 2012, as amended (“the Zoning Code”), permitting the lease of fifty-seven (57) required off-street parking spaces in a lot more than one thousand (1,000) feet from the Subject Property; and

WHEREAS, the Applicant requests the following Major Variation related to the Subject Property:

(1) To lease fifty-seven (57) required off-street parking spaces in a lot more than one thousand (1,000) feet from the Subject Property where the lease of parking spaces from the City more than one thousand (1,000) feet from the lot requiring said parking is not permitted pursuant to Zoning Code Subsection 6-16-2-1(B)(2).

WHEREAS, on October 15, 2019, the Zoning Board of Appeals (“ZBA”), pursuant to proper notice, held public hearings in case no. 19ZMJV-0081 to consider the application, received testimony, and made written records and findings that the application met the standards for Major Variations set forth in Subsection 6-3-8-12(E) of the Zoning Code and recommended City Council approval thereof; and
WHEREAS, at its meeting on November 25, 2019, the Planning and Development ("P&D") Committee of the City Council considered the ZBA's recommendation and recommended City Council approve the Major Variation, as requested; and

WHEREAS, at its meeting on December 9, 2019, the City Council considered and adopted the recommendation of the P&D Committee,

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

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

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 19ZMJV-0081 and described hereinabove.

SECTION 3: The Major Variation approved hereby is as follows:

(A) To permit the lease fifty-seven (57) required off-street parking spaces in a lot more than one thousand (1,000) feet from the Subject Property where the lease of parking spaces from the City more than one thousand (1,000) feet from the lot requiring said parking is not permitted pursuant to Zoning Code Subsection 6-16-2-1(B)(2).

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the
testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

(B) **Recordation:** The Applicant shall, at its cost, record a certified copy of this ordinance, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 6:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

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

**SECTION 8:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 10:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
EXHIBIT A

Legal Description

The North 66 2/3 feet of Lot 4 in Block 61 in Evanston in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-18-308-008-0000

Commonly Known As: 1570 Oak Avenue, Evanston, Illinois.
1570 Oak Ave./1555 Ridge Ave.

Oak Ridge Property Evanston LLC, property owner, applies for major zoning relief to lease 57 required off-street parking spaces in a lot more than 1,000 feet from the subject property, in the R6 General Residential District (Zoning Code Section 6-16-2-1. B.2). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record.

Al Belmonte, applicant, explained the proposal:
- Parking lot was sold along with 1557 Ridge building from NU decades ago and has been held in common ownership ever since.
- 57 parking spaces will be leased in the Maple Ave. parking garage instead.
- 32 residents of 1570 Oak use the parking spaces and pay $25-40 per month.
- 34 spaces are used by others in the neighborhood such as Margarita Inn, postal service, etc. but is not required parking for those users.
- The parking leases barely pay the taxes on the property.
- The applicant was approached by a developer, unsolicited, to purchase the property.

Chair Cullen noted a letter submitted from a resident of 1570 Oak states she is mobility impaired and the Maple parking garage is too far away and too costly compared to the parking at 1555 Ridge. The applicant stated he has not been approached by any tenants so he is unaware of that, but that if the variation is not granted, the cost of parking on the lot will significantly increase. For current residents that pay the $25-40 for their parking space, that price will be honored by the property owner when parking shifts into the Maple garage. Parking leases are month to month because many choose to rent parking only during winter months.

Ms. Klotz noted a proposal for a new building at 1555 Ridge has been submitted to City staff that includes preliminary plans for a multifamily residential building with a zoning analysis review, but nothing further has been submitted.
ZBA Members stated their support of the proposal. Chair Cullen noted the makeup of tenants at 1570 Oak may change once parking is not available next door, and is unsure of how to address mobility impaired tenants.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Ms. Dziekan motioned to recommend approval of the proposal, seconded by Ms, Arevalo, and unanimously approved.
In the case of A

After conducting a public hearing on October 15, 2019, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
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<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>___X___Met  _____Not Met</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>___X___Met  _____Not Met</td>
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<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>___X___Met  _____Not Met</td>
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<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>___X___Met  _____Not Met</td>
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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td>___X___Met  _____Not Met</td>
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<td>4-0</td>
</tr>
</tbody>
</table>
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  
   X Met         Not Met  
   4-0

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  
   X Met         Not Met  
   4-0

and, based upon these findings, and upon a vote of

   4 in favor & 0 against

recommends to the City Council

   X approval
   denial

Attending:

   Violettta Cullen  Aye  No  
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X
   X  X

Vote:

   Scott Gingold
   Myrna Arevalo
   Mary McAuley

   X  X  X  X
Hi Melissa and Devon,

I won't be able to make the ZBA meeting tomorrow but wanted to forward my comment (see below) submitted on 9/15 for renewed consideration. Please confirm receipt of this email.

Thanks

Vidya

--- Forwarded message ---
From: Vidya <vidya.ball94@gmail.com>
Date: Sun, Sep 15, 2019 at 6:56 PM
Subject: Public Comment for 9/17 ZBA meeting re: 1570 Oak Ave/1555 Ridge Ave Variance
To: <>

Dear Devon,

I am unable to attend the public meeting on 9/17, but request that you consider my public comment regarding the 1570 Oak Ave/1555 Ridge Avenue property.

I am a tenant living at that property, and one of the main reasons I chose to live there is because of the affordable off site parking lot located proximate to, and within easy access of, the property. Relocating off site parking to the Maple Avenue Garage would have two detrimental consequences:

1) The Maple Avenue garage is almost an 11-minute walk away. This increased distance would disadvantage residents who are mobility impaired. This would further inconvenience them during extreme weather conditions, and it is unfair that they be subject to walking longer distances between the parking garage and their place of residence while at the same time paying a much higher cost for parking.

2) As someone noted, the cost of parking at the garage (~$110) is prohibitive to most residents who live at this location. It is more than twice the cost of parking at the current off street parking lot. While one may argue that there is plenty of free public parking available, please note that the street in front of the building (Oak Avenue) does not allow for parking longer than 2-hours which makes it inconvenient for residents to use the public parking spots outside the building. The street proximate to Oak Avenue (Grove Street) has very limited parking spots where you can park longer than 2 hours. While there is public parking available a few blocks away, this would still pose an inconvenience to those who have limited mobility.

I request the ZBA to please consider the needs of mobility impaired residents who are in need of affordable parking located close to their residence.

Please confirm receipt of this comment.

Thanks

Vidya
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 157-O-19, Amending the Municipal Use Exemption in Section 6-7-4
Date: November 25, 2019

Recommended Action:
Plan Commission and Staff recommend amending Section 6-7-4 of the Zoning Ordinance, Municipal Use Exemption, to revise language related to the process and noticing of municipal use exemptions.

Council Action:
For Introduction

Summary:
Background
At the July 8, 2019 Planning & Development Committee meeting, the Committee discussed the existing Municipal Use Exemption and what, if any, changes should be made. The Committee expressed support for revising the code as it relates to the noticing requirements for these uses.

At the August 28, 2019 Plan Commission meeting, the Commission discussed the proposed text amendment regarding Municipal Use Exemptions and what edits may need to be made to the Zoning Code as it relates to this provision. The Commission ultimately voted to send the proposal to the Zoning Committee for further discussion. The Zoning Committee then held a meeting on October 16, 2019 and discussed in more detail possible changes that could be made to the Zoning Code related to the exemption. More specifically, a significant amount of discussion centered on requiring additional review and providing additional notice to the public for said review. The Commission resumed discussion at its November 13, 2019 meeting and made additional suggestions for the proposed amendment.

Currently, Section 6-7-4. Municipal Use Exemptions, calls for Design and Project Review (DAPR) Committee and City Council to review proposed City projects. This section does not require mailed notices to be sent out nor for legal notices to be published prior to their review.
6-7-4. - MUNICIPAL USE EXEMPTION.

Any governmental or proprietary function owned or operated by the City shall be a permitted use in any district. The City Council may approve buildings and structures owned and operated by the City that do not comply with all of the requirements of the underlying district, if they are necessary for the provision of desired City services and if the adverse impact on surrounding properties resulting from such noncompliance is minimized. Adverse impacts may be minimized by design, architectural treatment, screening, landscaping and/or placement on the lot. Such plan for reduction of adverse impact shall be subject to review by the Design and Project Review Committee.

Proposal Overview

The Plan Commission recommended the following amendments to Section 6-7-4 to revise language related to mailed notice and review of proposed municipal uses. Specifically, staff will amend the zoning ordinance as described below:

6-7-4. - MUNICIPAL USE EXEMPTION.

(A) Any governmental or proprietary function owned or operated by the City shall be a permitted use in any district except where the proposed use would otherwise require planned development approval, and in such event, the City shall comply with subsection (D) of this section.

(B) Where the construction of buildings and structures owned or operated by the City do not comply with all of the requirements of the underlying district, then City Council approval of the project is required, and the City Council may authorize that construction if

1. the noncompliance is necessary or beneficial for the City to perform the desired services and
2. the City takes reasonable steps to minimize adverse impacts on surrounding properties resulting from such noncompliance.

(C) If City Council approval is required, whether pursuant to subsections (A), (B) or (D) of this Section, said project shall nevertheless be exempt from the variation review process set forth in Section 6-3-8. However, the Design and Project Review Committee shall review the planned construction prior to City Council taking action and provide recommendations regarding the minimization of potential adverse impacts by design, architectural treatment, screening, landscaping and/or placement on the lot.

1. Prior to City Council approval of the project, the City will provide notice of the Design and Project Review Committee meeting at least fifteen (15) days prior to such meeting, through the use of a third party service, by first class mail to all owners of property within a five hundred (500) foot radius of the property lines of the subject property, inclusive of public
roads, streets, alleys and other public ways from the area proposed for
development whose addresses appear on the current tax assessment list
as provided by the City. The failure of delivery of such notice, however,
shall not invalidate any such review process.

(2) Prior to the construction of the project, the City will provide notice of the
Design and Project Review Committee meeting at least fifteen (15) days
prior to such meeting, through the use of a third party service, by first
class mail to all owners of property within a five hundred (500) foot radius
of the property lines of the subject property, inclusive of public roads,
streets, alleys and other public ways from the area proposed for
development whose addresses appear on the current tax assessment list
as provided by the City. The failure of delivery of such notice, however,
shall not invalidate any such review process.

(D) Where, with respect to a project or a use proposed by the City, mandatory
planned development minimum thresholds for that district are met the process
for review of planned developments as stated in Section 6-3-6 shall be followed
in lieu of the procedures listed in this section.

The proposed Zoning Ordinance Text Amendment to revise procedures for municipal use
exemptions meets the standards for approval of amendments per Section 6-3-4-5- of the
City Code. The proposal is consistent with the goals, objectives, and policies of the
Comprehensive General Plan through its promotion of increased efficiency related to
application processing and review. The proposal will have no effect on the overall character
of existing development, presence of adverse effects on the value of adjacent properties, and
adequacy of public facilities and services. The proposed text amendment will not have any
adverse effects on the values of the properties in the area and will provide additional notice
for projects that are proposed by the City in a manner that more closely resembles non-
municipal uses.

Legislative History:
November 13, 2019 – The Plan Commission voted, 6-0, to recommend approval of the
proposed text amendment with the addition of a time frame for mailed notice of DAPR
meetings related to municipal uses. Plan Commission Packet from November 13, 2019

October 16, 2019 – The Zoning Committee made revisions to the proposed amendment and
voted, 4-0, to recommend approval of the revisions to the Plan Commission.

August 28, 2019 – The Plan Commission began discussion on the proposed amendment and
voted, 6-0, to refer the amendment to the Zoning Committee

Attachments:
157-O-19 Municipal Use Exemption Section 6-7-4
Draft 11.13.19 Plan Commission Meeting Minutes Excerpt
Economic Development Cooperative 11.13.19 Presentation
Draft 10.16.19 Zoning Committee Meeting Minutes
8.28.19 Plan Commission Meeting Minutes

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AN ORDINANCE
Amending the Municipal Use Exemption in Section 6-7-4

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Section 6-7-4, “Municipal Use Exemption”, of the Evanston City Code of 2012, as amended, is hereby amended as follows:

6-7-4. – MUNICIPAL USE EXEMPTION

Any governmental or proprietary function owned or operated by the City shall be a permitted use in any district. The City Council may approve buildings and structures owned and operated by the City that do not comply with all of the requirements of the underlying district, if they are necessary for the provision of desired City services and if the adverse impact on surrounding properties resulting from such noncompliance is minimized. Adverse impacts may be minimized by design, architectural treatment, screening, landscaping and/or placement on the lot. Such plan for reduction of adverse impact shall be subject to review by the Design and Project Review Committee.

(A) Any governmental or proprietary function owned or operated by the City shall be a permitted use in any district except where the proposed use would otherwise require planned development approval, and in such event, the City shall comply with subsection (D) of this section.

(B) Where the construction of buildings and structures owned or operated by the City do not comply with all of the requirements of the underlying district, then City Council approval of the project is required, and the City Council may authorize that construction if:

(1) the noncompliance is deemed necessary or beneficial for the City to perform the desired services; and

(2) the City takes reasonable steps to minimize adverse impacts on surrounding properties resulting from such noncompliance.

(C) If City Council approval is required, whether pursuant to subsections (A) (B) or (D) of this Section, said project shall nevertheless be exempt from the variation review process set forth in Section 6-3-8. However, the Design and Project Review Committee shall review the planned construction prior to City Council taking action and provide recommendations regarding the minimization of
potential adverse impacts by design, architectural treatment, screening, landscaping, and/or placement on the lot.

(1) Prior to City Council approval of the project, the City will provide notice of the Design and Project Review Committee meeting at least fifteen (15) days prior to such meeting, through the use of a third party service, by first class mail to all owners of property within a five hundred (500) foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys, and other public ways from the area proposed for development whose addresses appear on the current tax assessment list as provided by the City. The failure of delivery of such notice, however, shall not invalidate any such review process.

(2) Prior to the construction of the project, the City will provide notice of the Design and Project Review Committee meeting at least fifteen (15) days prior to such meeting, through the use of a third party service, by first class mail to all owners of property within a five hundred (500) foot radius of the property lines of the subject property, inclusive of public roads, streets, alleys, and other public ways from the area proposed for development whose addresses appear on the current tax assessment list as provided by the City. The failure of delivery of such notice, however, shall not invalidate any such review process.

(D) Where, with respect to a project or a use proposed by the City, mandatory planned development minimum thresholds for that district are met, the process for review of planned developments as stated in Section 6-3-6 of this Code shall be followed in lieu of the procedures described in this Section.

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 157-O-19 shall be in full force and effect after its passage and approval.

Introduced: _________________, 2019

Approved: _____________________, 2019

Adopted: _________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Attest: _____________________

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
MEETING MINUTES
PLAN COMMISSION
Wednesday, November 13, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Teri Dubin, Carol Goddard, John Hewko, Peter Isaac

Members Absent: George Halik, Andrew Pigozzi, Jane Sloss

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Brian George, Assistant City Attorney

Presiding Member: Chairman Lewis

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Lewis called the meeting to order at 7:05 P.M.

2. APPROVAL OF MEETING MINUTES: October 30, 2019

Commissioner Goddard made a motion to approve the minutes from the October 30, 2019 meeting. Seconded by Commissioner Dubin. A voice vote was taken and the minutes were approved unanimously, 6-0.

3. OLD BUSINESS

A. Text Amendment

   Municipal Use Exemption

   A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to Section 6-7-4. Municipal Use Exemption, to revise language related to the process and noticing of municipal use exemptions.

Ms. Jones provided a brief background on the text amendment and summary of revisions made since the October Zoning Committee meeting. She added that the presentation provided includes additional edits made since the meeting packet was posted.

Chair Lewis opened the hearing to questions from the Commission
Commissioner Isaac stated that in Section C under (1) and (2) there is language stating that Design and Project Review (DAPR) Committee occurs twice and asked if there is typically a Committee meeting before approval and construction. Ms. Jones responded that depending on the project, DAPR provides feedback at two points, once prior to overall project approval and then once final building permit plans have been submitted for construction.

Commissioner Isaac asked if “if applicable” language should be added. Ms. Jones responded that it might be appropriate for projects where there is no new construction and a municipal use is proposing to locate in an existing building with no additional changes.

Chair Lewis asked if (1) needs to omit City Council if the notice will be for DAPR meetings and not specifically for City Council. Mr. Mangum responded that as it is written the amendment is providing notice of the DAPR meeting. Commissioner Isaac asked if Chair Lewis is suggesting that a minimum notice time frame be added. Chair Lewis responded that sometimes the notice requirement is abused and hoped that if the time period is added that it provides adequate notice. Mr. Mangum responded that DAPR meetings are weekly. There is no stated time for mailed notice but 15-30 days would be reasonable as that is the time frame for legal notices published in a newspaper.

Commission Draper asked if there is notice provided prior to City Council review. Mr. Mangum responded that there is one mailed notice sent for a public hearing. Timing on when an item goes to subsequent meetings can be variable so once a notice is received a person can follow-up on additional meetings or review.

Chair Lewis opened the hearing up to questions from the public.

Ms. Joan Safford stated that providing notice earlier in the process is usually the main concern and asked if mailed notice would be coming prior to City Council issuing an RFP or allocating funds and where DAPR would be in relation to that approval. Chair Lewis responded that DAPR meeting typically comes prior to the project being motioned to the City Council. Mr. Mangum responded that, if there are concept plans they could be reviewed. Subsection B within this Section contemplates new construction and would come before DAPR, however, if something is being proposed for an existing building and otherwise compliant it likely would not come to DAPR.

Ms. Safford then asked if a decision is made to utilize a building for City use that does not comply with underlying zoning code, should this section provide language where the City is required to provide notice at an early stage (ex. at the RFP stage).

Chair Lewis then opened the hearing to public testimony.
Ms. Safford stated that she had submitted a draft of proposed changes that have now been addressed with the revised language presented by staff. She added that the work done since August is important, that DAPR is terrific, however, it meets in the afternoon and there is no major time to present public comment and does not have the same opportunities as Plan Commission. Ms. Safford suggested that if there will be two hearings before DAPR and a project review will convert to being similar to a Planned Development review, there should still be a hearing before DAPR then a second one before Plan Commission.

Mr. Mangum responded that all requirements for the planned development process would be followed if a project meets those thresholds including recommendations from DAPR and the Plan Commission. Chair Lewis clarified that there is notice built in to that process and would be redundant to put into this section. Ms. Safford then said that adding in the word “notice” for the planned development process would still be helpful.

Chair Lewis then closed the public hearing and the Commission began deliberation.

Commissioner Isaac provided a brief summary of the Zoning Committee meeting and stated that the changes presented represent a consensus regarding the issues. There was some talk of all municipal uses following all established procedures and the timing of notices could still be added.

Chair Lewis added that the size of a proposed project was also discussed. Commissioner Isaac agreed and stated that the Zoning Committee discussion lead to a general agreement that the City should present larger proposed projects as other developers do for planned developments.

The Commission then reviewed the standards for approval of amendments and agreed that with standard 2, language that is added helps protect adjacent properties, in standard 3, additional notice would not have an adverse effect on other properties and that standard 4 would be reviewed for compliance on a case by case basis by staff.

Commissioner Isaac made a motion to recommend approval of the text amendment as presented by staff. Commissioner Goddard seconded the motion.

Commissioner Isaac proposed an amendment to subsections C(1) and C(2) to add language stating that the City will issue notice of the Design and Project Review Committee meeting at least 15 days prior to the meeting. Commissioner Goddard seconded the motion.

A roll call vote was taken on the amendment and the motion passed, 6-0. A roll call vote was then taken on the main motion for the text amendment, as
amended, and the motion passed, 6-0.

Ayes: Draper, Dubin, Goddard, Hewko, Isaac, Lewis
Nays:

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

Vision
To engage Evanston residents in meaningful, intergenerational, and collaborative societal progress.

Mission
To construct high-performing, practical ADUs using a locally trained workforce.

Values
Sensible Housing
Job Creation
Community Wealth
Racial Equity
Sustainability
Democratic Ownership
Coach Houses
Accessory Dwelling Units (ADUs)
Backyard Homes
Empty Garages: The Answer to California’s Housing Shortage?

One answer to the lack of affordable apartments might begin at home

The bedroom nook area of an accessory dwelling unit built in Los Angeles by LA-Más, a nonprofit design group. Stephen Schoen, via LA-Más
Community Momentum

Oct. 20
90 RSVPs

Nov. 6
40 People
For Immediate Release

October 22, 2019
Media Contact: Patrick Deignan pdeignan@cityofevanston.org
Phone: 847-448-8234

CITY OF EVANSTON SELECTED TO JOIN NLC’S CITIES OF OPPORTUNITY INITIATIVE

EVANSTON, IL - The City of Evanston is one of six communities nationwide to be selected to participate in the National League of Cities (NLC) Institute for Youth, Education, and Families (YEF Institute) Cities of Opportunity Initiative.
• Allowable in all residential zoning districts
• Only behind single-family homes
• Need vehicular access
• Building height
  • 20’ slanted roof; 14.5’ flat
  • 28’ or ¾ of main house in historic district
• Need +1 additional parking space
Community Feedback

1. Fairness of “Single-Family Only”
   • 2-flat owners that want to build an ADU
2. Hard to Age In-Place with Parking Requirement
   • Living units on 2\textsuperscript{nd} floor with stairs
3. Construction Complications with Height/Roof
   • Dormers increase construction costs & void manufacturer warranties
“**I own a 2-flat in Evanston.** My family and I live on the first floor. I’m renting out the second floor. I read the article in Evanston Now about EDC looking for Evanston homeowners potentially building coach houses on their property for homeless people.

I’m interested in this. **We have a portion of land on our property that might be just right for a small coach house for a single person to reside.**

There is a shed on that land right now, but we don’t use it and don’t need it. I’m looking forward to your reply. Thank you.”

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**Note From a 5th Ward Resident**

“I own a 2-flat in Evanston. My family and I live on the first floor. I’m renting out the second floor. I read the article in Evanston Now about EDC looking for Evanston homeowners potentially building coach houses on their property for homeless people.

I’m interested in this. **We have a portion of land on our property that might be just right for a small coach house for a single person to reside.**

There is a shed on that land right now, but we don’t use it and don’t need it. I’m looking forward to your reply. Thank you.”
“We are at very preliminary family discussions regarding the possibility of constructing a coach house - generated by the article about your company - for my wife and I, and leasing the main house.

The rationale for this project would be so that my wife and I can have a smaller residence in Evanston, i.e., downsizing as seniors, and stay here beyond the 36 years so far.

Please do keep me posted on changes that occur in Evanston regarding the possibility of constructing a coach house for us.”

*With the ADU parking requirement, these aging homeowners do not have the building lot coverage to build a ground-level, accessible ADU.
MEETING MINUTES
ZONING COMMITTEE OF THE PLAN COMMISSION
Wednesday, October 16, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Terri Dubin, Carol Goddard, Peter Isaac, Colby Lewis

Members Absent: Jennifer Draper

Other Plan Commission Members Present: none

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Hugh DuBose, Assistant City Attorney
Brian George, Assistant City Attorney

Presiding Member: Peter Isaac, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

With a quorum present, Chairman Isaac called the meeting to order at 7:02 pm.

2. MINUTES

Approval of April 10, 2017 Zoning Committee of the Plan Commission Meeting Minutes:

Commissioner Goddard made a motion to approve the minutes. Commissioner Lewis seconded the motion. A voice vote was taken and the minutes were approved, 4-0.

3. NEW BUSINESS

A. TEXT AMENDMENT

Municipal Use Exemption 19PLND-0077

A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to Section 6-7-4. Municipal Use Exemption, to revise language related to the process and noticing of municipal use exemptions.

Ms. Jones provided an overview of the proposed text amendment and the discussion that occurred on the item during the August 28, 2019 Plan Commission meeting.

Chair Isaac asked the Commission if the changes should be made to any use being permitted.
Commission Lewis asked if all municipal uses should be a Special Use. Chair Isaac responded that it may not make sense to do so in all areas. Commissioner Dubin added that section B of the proposed amendment addresses this partially though it is somewhat troubling on who determines what is necessary.

Chair Isaac pointed out that this section only addresses a building and not the use, using the pumping station as an example. Commissioner Lewis stated that a use may be an annoyance such as a facility that emits smells but otherwise meets building requirements and benefits the City.

Chair Isaac indicated that, as stated, the exemption would apply to any use anywhere. However, if standards are noncompliant, a variance or Special Use would need to be pursued.

Commissioner Lewis asked what the downside would be of having all uses be a Special Use and going through that review process. If a use is not permitted it would have to go through a process. Mr. Mangum clarified that the uses would be considered a government institution and regulated based off of that classification.

Chair Isaac stated that the code language states “prior to construction” not “prior to approval of use” and neighbors would just need to have notice that the use is coming and construction is occurring. Commissioner Dubin suggested substituting “use” in place of “construction”.

Chair Isaac stated that the additional process would give people an opportunity to provide feedback. Commissioner Lewis stated that on the use side, all could be permitted but if in an area where the use is usually not permitted, public notice could be provided.

Chair Isaac inquired as to what the impetus for the proposed amendment was. Mr. Mangum stated that the pumping station on Church Street was the impetus. There were neighborhood meetings held by the Alderman and a review process through DAPR and City Council, however, there was no mailed or newspaper notice per the current regulations.

Chair Isaac stated that the process was not hidden. There are notices in publications, newsletters and ward meetings; however, if you do not use those things you will not have any notice.
Ms. Jones pointed out that typically for government buildings and uses, City Council approves the funding and process for the project early on. Then project details are reviewed.

Chair Isaac asked for direction with regards to section A, specifically if the use is not permitted, if notice be required to be sent. Commissioner Lewis stated that the Committee should consider all scenarios that could occur under section A.

Chair Isaac reiterated that before a building materializes, Council approves it to move forward. All uses are considered to be permitted uses. He then suggested that if not expressly permitted in the underlying zoning, notice should be provided 30 days prior to Council granting that initial approval.

Commissioner Lewis inquired about the ability to request a continuance and its purpose asking what benefit is there for an individual and stating that could allow for organizing as additional notice could.

Chair Isaac stated that the pumping station went before DAPR out of abundance of caution.

Ms. Janet Steidl stated that City uses could be small or very large and asked why not consider requiring 1,000 ft. notice instead of 500 ft. Chair Isaac responded that more notice is generally better than less notice.

Chair Isaac then stated that section B needs to be rewritten and (a) should read "necessary or desirable". Commissioner Lewis added that "most beneficial" could also be added. Chair Isaac then suggested that (b) should read that the City should take reasonable steps to minimize adverse impacts. Commissioner Lewis stated that he thinks (b) essentially says the City will "do its best" which could allow more leeway in how it meets that purpose.

Mr. DuBose asked the Commission if Sections (a) and (b) are needed. Commissioner Lewis responded that he feels those sections are there to provide for necessary deliberation and show there will be some due diligence done to mitigate impacts. Chair Isaac added that those sections provide some assurance that if the use does not meet underlying zoning requirements that discussion will take place. Mr. DuBose emphasized that he is trying to define where the line is if more leeway is provided.

Chair Isaac stated that it is good to have a framework and reasonable accommodation. Discussion followed regarding Section C and why a project would only go to DAPR if it was otherwise large enough to go to Plan Commission as a planned development.

Commissioner Lewis asked if a use or building is violating underlying zoning; why not send it to the Zoning Board of Appeals (ZBA)? It could go there or Plan Commission. Mr. Mangum clarified what items go to ZBA and Plan Commission as well as when City Council approval is required for those items.
Chair Isaac proposed to remove the first section of C. Discussion followed regarding which Board, Commission or Committee to include in the review process and how public participation is handled. Ms. Jones clarified that DAPR is essentially an open staff meeting and is an open meeting. She added that there are a number of people who feel they are better able to voice their opinions on a project prior to it reaching City Council.

Ms. Steidl asked how mitigation of impacts is determined. She added that municipal projects should go through the same process as regular projects to ensure that review.

Commissioner Lewis stated that certain issues are codified. Plan Commission provides a bit of a check in the review process but language would need to be added relating to ZBA review.

Mr. DuBose confirmed that the ZBA rules would need to be changed if municipal uses were to be reviewed.

Chair Isaac stated that the municipal use exemption is useful and should exist then inquired what form it should take.

Mr. Mangum asked if the Committee felt that large projects should be reviewed as planned developments. Commissioner Lewis responded that they should. There is a need to have municipal uses exist so the exemption is still ok but the planned development thresholds should be matched to trigger that review.

Chair Isaac stated that the public wins with layers of public review, open forums and publications.

Ms. Steidl suggested looking at the other municipalities mentioned for guidance and not reinvent the wheel. Uses should also be defined.

Commissioner Lewis stated that specific uses could be defined to determine what kicks in the additional review. Discussion then centered on altering section A and if too much alteration would in essence removes the municipal use exemption.

Mr. Mangum provided an overview of Code Section 6-7-3 Exemption of Nonessential Public Services and a brief discussion followed regarding the Church Street Pumping Station and water being under the City of Evanston jurisdiction.

Commissioner Goddard suggested changing municipal uses to a special use. This could help where the use is prohibited but may create issues where the use is permitted by right.

The Committee then discussed where to amend language in the proposal. Specifically the Committee stated that 1) language regarding planned development thresholds should be added to Section A, 2) sections B and C be switched and a section regarding...
Commissioner Lewis suggested having a scale to determine when a project such as Robert Crown Center or a new Civic Center should go through an additional review process. Mr. Mangum clarified that planned development thresholds are dependent on the zoning district and that the Crown Center went through ZBA and City Council review process due to a parking variation.

**Commissioner Lewis motioned to recommend the amendment with revised wording included in the Committee's talking points. Commissioner Goddard seconded the motion. A roll call vote was taken and the Committee voted unanimously, 4-0, to recommend approval of the proposed amendment**

**Ayes: Dubin, Goddard, Isaac, Lewis**

**Nays:**

4. **ADJOURNMENT**

Commissioner Lewis made a motion for adjournment and Commissioner Dubin seconded the motion. With all commissioners in favor, the meeting was adjourned at 8:37 p.m.

Respectfully Submitted,

Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES
PLAN COMMISSION
Wednesday, August 28, 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, John Hewko, Jane Sloss

Members Absent: Jennifer Draper, Carol Goddard, 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 7:13 P.M.

2. APPROVAL OF MEETING MINUTES: August 7, 2019

Commissioner Dubin then made a motion to approve the minutes, seconded by Commissioner Isaac. The Commission voted, 4-0, with one abstention to approve the minutes of August 7, 2019.

3. OLD BUSINESS

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.

   Chair Lewis stated that though there is a quorum for the meeting, there is not a quorum for this agenda item due to a new commissioner not being fully up to date on previous hearing information; therefore no action could be taken and the hearing would need to be continued.

   Commissioner Isaac made a motion to continue this item to the September 11, 2019 Plan Commission meeting. Commissioner Dubin seconded the motion.
voice vote was taken and the motion passed, 4-0, with one abstention.

Ayes: Dubin, Halik, Isaac, Lewis, Sloss
Nays:  
Abstentions: Hewko

4. NEW BUSINESS

A. 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 Isaac made a motion to continue this item to the September 11, 2019 Plan Commission meeting. Commissioner Dubin seconded the motion. A voice vote was taken and the motion passed, 5-0.

Ayes: Dubin, Hewko, Isaac, Lewis, Sloss, 
Nays:  

B. Text Amendment
   Municipal Use Exemption 19PLND-0077
   A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to Section 6-7-4. Municipal Use Exemption, to revise language related to the process and noticing of municipal use exemptions.

Mr. Mangum provided an overview of the proposed text amendment, explaining existing regulations and stating that the impetus for it was a referral from the Planning & Development Committee.

Commissioner Isaac stated that there are items in the language that are contradictory and asked if a project is permitted in any district, under what circumstances subsections B or C would be needed. Mr. Mangum responded that sections B and C relate to the new construction of buildings or structures. If there is new construction with a permitted use, it would be noncompliant with underlying district regulations and the proposed procedures would follow with DAPR and City Council review. Commissioner Isaac summarized that it is the difference between use and the actual structure, Mr. Mangum replied that that is the most likely outcome. Commissioner Isaac clarified that a use allowed through Section A can be in any district and would not have to come before the
Plan Commission, however in B, if City purchased an existing building to put in a new use, would the City need to seek approval at that point. Mr. Mangum stated that it would not unless there is some other change being made to the space that triggers a noncompliance with the code.

Commissioner Isaac then asked if, under B where “noncompliance is necessary” is there a situation where it may not be necessary but instead be favorable to the City. It seems the “necessary” standard is too high. Also, with regards to the wording referencing minimizing impact to surrounding properties, impact is minimized from what? Mr. Mangum responded that it depends on what the potential impact is; there could be some design treatment provided to mitigate it. He then added that the sections referenced are currently within the Zoning Code but could also be amended.

Chair Lewis clarified that there is no substantial difference between the existing code language and the proposed subsection A. Mr. Mangum responded that is correct. The current language could be read as unclear as to whether Council approval is required for the first instance of a particular proposed use.

Commissioner Sloss inquired if there was a circumstance that brought this text amendment about. Mr. Mangum replied that the water pump station constructed on McDaniel Avenue and Church Street lead to a closer look at noticing requirements due to it not having the same requirements as other non-municipal projects.

Chair Lewis asked if there is any affected scale for this, for example, if the building is 20,000 square feet would it go through a planned development process or would it be by right. Mr. Mangum stated that the intent was not to change regulations regarding that. Chair Lewis stated that the existing regulations permit for large buildings to be built without going through a planned development process. Mr. Mangum responded that the use would otherwise be a special use, if the use does not require a special use then a planned development would not be necessary. There is some interpretation there. He then gave an example of the Robert Crown Center which went before the Zoning Board of Appeals.

Chair Lewis opened the hearing to questions from the public. Hearing none he then opened the hearing to public testimony. One person, Janet Steidl, spoke on behalf of Joan Safford who supports the proposed amendment but expressed that it should be stronger, requiring a 1,000 foot distance requirement for municipal uses and should also be reviewed by the Plan Commission since it permits questions and testimony from the public. It also meets at a time that is more accessible to members of the public.

Chair Lewis closed the public hearing and the Commission began deliberation.

Commissioner Isaac stated that he believes Chair Lewis’s questions and Ms. Safford’s suggestions are well taken. He added that proposed subsection C could be made much
simpler by requiring the City to follow the same process as any other proposed project. If the proposed use goes outside the bounds of a zoning district it should go through the same process.

Commissioner Sloss asked if there were any other municipalities that were researched for this particular item. Mr. Mangum stated that he does not believe so but that during the Planning & Development Committee meeting, Ms. Safford referenced several other communities that have some kind of procedure.

Chair Lewis stated that the Commission can move to approve the proposed amendment, to ask for a modification to the proposal, reject the proposal or refer to the Zoning Committee as the change is substantial enough to warrant additional discussion. Mr. DuBose confirmed that referral was an option.

The Commission reviewed the standards for approval of text amendments. There was discussion that the proposed amendment meets the spirit of the first standard of meeting the goals of the Comprehensive Plan but may not go far enough in enforcing those standards. There was some disagreement on the second standard of compatibility with surrounding developments and whether or not it applied to the proposed amendment and if it does there is potential for it not to depending on the project. The final two standards were seen as project specific.

Commissioner Isaac made a motion to refer this item to the Zoning Committee for further review and discussion with respect to strengthening the noticing requirements as it relates to the scale of variance of the development proposed by the City. Commissioner Sloss seconded the motion. A roll call vote was taken and the motion passed, 5-0.

Ayes: Dubin, Hewko, Isaac, 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 5-0. The meeting was adjourned at 7:55 pm.

Respectfully Submitted,
Meagan Jones