CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, January 9, 2017

Administration & Public Works (A&PW) Committee meets at 6 p.m.
Planning & Development Committee (P&D) meets at 7:15 p.m.
City Council meeting will convene at conclusion of the P&D Committee meeting.

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Wilson

(II) Mayor Public Announcements and Proclamations
    Presentation of Key to the City to Sir Fraser Stoddart, Nobel Prize in Chemistry Recipient

(III) City Manager Public Announcements
    Oath of Office – Fire Chief, Brian Scott
    Introduction of Recreation Managers Anne Marie Heiser (Robert Crown Center) and Theresa Tevsh (Levy Center)
    Update on January 30th Police Community Event

(IV) Communications: City Clerk

(V) Public Comment
Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for public comments shall be offered at the commencement of each regular Council meeting. 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.

(VI) Special Order of Business
(VII) Consent Agenda: Alderman Rainey

(VIII) Report of the Standing Committees
  Administration & Public Works - Alderman Braithwaite
  Planning & Development - Alderman Revelle
  Human Services - Alderman Tendam

(IX) 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)}

(X) Executive Session

(XI) Adjournment

SPECIAL ORDER OF BUSINESS

(SP1) Sherman Plaza Garage Fence
  Alderman Judy Fiske recommends that the City Council reconsider the decision made in June 2014 not to install a fence on the upper deck of the Sherman Plaza Garage. If the City Council approves of this purchase, staff will return on January 23, 2017 with a quote for installation.
  For Discussion

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting October 29, 2016.
  For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – November 28, 2016 through December 11, 2016 $ 2,854,466.37
        Payroll – December 12, 2016 through December 25, 2016 $ 2,865,123.43

(A2) City of Evanston Bills – January 10, 2017
        FY: 2016 $ 4,341,505.76
        FY: 2017 $ 1,338,130.03

  For Action
(A3.1) 2017-2019 Multi-Year Janitorial Services Contract with Eco-Clean Maintenance, Inc. for Multiple City Facilities (RFP #16-72)
Staff recommends City Council authorize the City Manager to execute an agreement for a multi-year janitorial services contract for multiple facilities with Eco-Clean Maintenance, Inc. (515 W. Wrightwood Avenue, Elmhurst, IL 60126) in the amount of $120,576 annually for FY 2017, FY 2018 and FY 2019. The contract will begin on February 1, 2017 and will be awarded for a period of three (3) years with two (2) one-year options to renew. Funding will be provided from the following accounts: $58,620 from Facilities Account 100.19.1950.62509 for LHMCC; $14,976 from Facilities Account 100.19.1950.62509 for Service Center; $35,100 from Police Department Account 100.22.2295.62225 for Police Headquarters; $5,040 from Police Department Account 100.22.2295.62225 for Police Outpost; and $6,840 from Fire Department Account 100.23.2315.62430. The total amount budgeted in 2017 for custodial services is $300,031.

For Action

(A3.2) Expenditure of Public, Education & Government (PEG) Funds to Evanston/Skokie School District 65 and Evanston Township High School District 202 for equipment purchases used to support PEG channels
Staff recommends City Council authorization for expenditure of $48,204.63 in Public, Education & Government (PEG) Funds for equipment purchases for the Education Channels for fiscal year 2016. Fund distribution is for $25,042.63 to School District 202 and $23,162.00 to School District 65. PEG Fund Revenue Account 100.15.1510.52181 has year to date 2016 revenues of $176,374 and was budgeted for $130,000. Expenses will be charged to account 100.15.1510.64004 – PEG Fund Distribution.

For Action

(A3.3) Pre-qualification of Contractors for Cured-In-Place Pipe Rehabilitation of Sewers Mains
Staff recommends approval of 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 (2017, 2018 and 2019): Hoerr Construction, Inc. (1601 W. Luthy Dr, Peoria, IL), Insituform Technologies, USA, Inc. (17988 Edison Ave., Chesterfield, MO), Kenny Construction Company (2215 Sanders Rd., Northbrook, IL), SAK Construction, LLC. (864 Hoff Rd., O’Fallon MO), and Visu-Sewer, Inc. (W230 N4855 Betker Drive, Pewaukee, WI).

For Action
(A3.4) **Engineering Services Contract with Terra Engineering, Ltd. for Emerson Street Traffic Signals Modernization Project**

Staff recommends that City Council authorize the City Manager to execute a contract to provide design engineering services for the Emerson Street Traffic Signal Modernization Project with Terra Engineering, Ltd. (225 West Ohio Street, 4th Floor Chicago, IL 60654) in the amount of $86,100.00. Funding will be provided from funds transferred to the CIP Fund as part of Ordinance 45-O-7 from the developer of the Planned Unit Development Located 1890 Maple Avenue and 1881 Oak Avenue (Account 415.40.4217.62145 – 417016). This project is budgeted at $150,000 in FY 2017.

**For Action**

(A3.5) **Change Order Number 2 for Penny Park Renovation Project with Elanar Construction Company**

Staff recommends City Council authorize the City Manager to approve Change Order No. 2 to the agreement for the Design/Build Services for the Penny Park Renovation Project (RFP 16-14) with Elanar Construction Company (6620 W. Belmont Avenue, Chicago, Illinois 60634). This change order provides a 128-day time extension, modifying the project’s completion date from December 23, 2016 to April 30, 2017. There is no cost associated with this change order. No additional funding is needed at this time. Funding for this project is provided from the Capital Improvement Program (CIP) 2016 General Obligation Bonds (Account 415.40.4116.65515 – 516007). This project was budgeted at $500,000 in FY 2016.

**For Action**

(A3.6) **Engineering Design Services Contract for the Main Street Corridor Improvement Project with Stanley Consultants, Inc.**

Staff recommends that City Council authorize the City Manager to execute an agreement with Stanley Consultants, Inc. (8501 W. Higgins Road, Suite 730, Chicago IL 60631) in the amount of $170,868.00 to provide engineering design services for the Main Street Corridor Improvement Project between the west City limits and Dodge Avenue. On August 15, 2016, the City Council awarded the initial preliminary design engineering services (RFP 16-47) for the Main Street Corridor Improvement Project to Stanley Consultants. Due to budget limitations in FY 2016, the scope of design services was limited to topographic survey, data collection, preliminary analysis and some stakeholder meetings. Funding will be provided from CIP Fund 2017 GO Bonds (Account 415.40.4117.62145 – 416535). This project is budgeted at an additional $175,000 in FY 2017 to complete the engineering design services. $75,000 was budgeted in FY 2016 utilizing 2016 GO Bonds for the initial contract.

**For Action**
(A3.7) **Solid Waste Agency of Northern Cook County Disposal Fees for Fiscal Year 2017**

Staff recommends that City Council authorize the City Manager to execute an extension of the intergovernmental agreement for 2017 refuse disposal fees to Solid Waste Agency of Northern Cook County (SWANCC) in the not to exceed amount of $750,000 for operations and maintenance transfer fees. Tipping fees on a per-ton basis for 2017 have been increased by approximately 1.5% from 2016 rates. The City’s 2016 monthly base rate for disposal tipping fees was $58,818.62 for most of 2016. With the 1.5% increase, the new monthly tipping fee is estimated to increase to $59,700.00, and will hold at this rate for the majority of 2017. Funding will be provided by the Solid Waste Fund Account 520.40.4310.62405, which has a budget of $750,000 for FY2017.

**For Action**

(A4) **Resolution 74-R-16, Authorizing Construction on Illinois State Highways for Years 2017-2018**

Staff recommends City Council adopt Resolution 74-16-16 Authorizing Construction on Illinois State Highways for Years 2017 and 2018. In order to complete improvements on state highways within the City of Evanston, a permit must be obtained by the City from the Illinois Department of Transportation (IDOT). In order to expedite paperwork associated with the permits, a resolution is needed agreeing that the City will abide by standards set forth by the State of Illinois, and that the State of Illinois is not liable for work that is implemented by City employees.

**For Action**

(A5) **Resolution 4-R-17, Authorizing the City Manager to Grant an Easement for a Fence at 822 Colfax Street**

Staff recommends City Council adopt Resolution 4-R-17, authorizing the City Manager to grant an Easement for a fence at 822 Colfax Street. The easement would be granted for a 20 year period. No City funding is required for this fence installation. The property owner, Carl Lemaine, will fund the project and will be assessed a one-time easement fee of $5,073.87.

**For Action**
(A6) **Resolution 6-R-17, Authorizing the City Manager to Sign Notifications of Grant Awards to Fund and Operate the Long Term Care Ombudsman Program**

Staff recommends City Council adoption of Resolution 6-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate the Long Term Care Ombudsman Program for the City of Evanston. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon amount of funds utilized from the total budget which is also subsidized by the City of Evanston’s operating budget in the form of local cash as well as local in-kind services provided by the City of Evanston. Overall budgeted expenses for the 2017 program include staffing salaries, travel, supplies, postage, telephone, training material and employee training in the amount of $165,489.00. Costs and Reimbursements are budgeted in a variety of line items in BU 100.30.3055. The amount reimbursed by AgeOptions is $53,922.00 for the period October 1, 2016 – September 30, 2017.

*For Action*

(A7) **Ordinance 160-O-16, Amending City Code Title 10, Schedule IX, “Parking Prohibited at Certain Times” by Adding Parking Restrictions to a Portion of Brummel Street**

The Transportation/Parking Committee and staff recommend that the City Council City adopt Ordinance 160-O-16 Amending City Code Section 10-11-9, Schedule IX “Parking Prohibited at Certain Times” by adding Brummel Street on the North side from Clyde Avenue on the west to the west property line at Clyde/Brummel Park from 9:00 a.m. to 9:00 p.m. during the period of April 1 to October 1.

*For Action*

(A8) **Ordinance 163-O-16, Increasing the Number of Class D Liquor Licenses for Spinzar, Inc. d/b/a Kabul House, 2424 Dempster Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 163-O-16, amending City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-seven (57) to fifty-eight (58) and permit issuance of a Class D license to Spinzar, Inc. d/b/a Kabul House located at 2424 Dempster Street.

*For Action*
PLANNING & DEVELOPMENT COMMITTEE

(P1) Resolution 5-R-17, Approving a Plat of Resubdivision for 917-919 Edgemere Court
The Preservation Commission and City staff recommend adoption of Resolution 5-R-17 approving the proposed re-subdivision of the properties located at 917 and 919 Edgemere Ct. The applicant is proposing to re-subdivide the two lots by moving the common lot line between the lots approximately 10' to the north.
For Action

(P2) Ordinance 165-O-16, Granting a Special Use for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Avenue
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 165-O-16 granting special use approval for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Ave. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.
For Introduction

(P3) Ordinance 2-O-17, Granting Landmark Status to Building and Lot of Record at 2771 Crawford Avenue
The Preservation Commission and City staff recommend adoption of Ordinance 2-O-17 designating 2771 Crawford Avenue as an Evanston Landmark.
For Introduction

HUMAN SERVICES COMMITTEE

(H1) Ordinance 94-O-16, Amending City Code Section 9-4-8, Animal Impoundment Procedures
Staff recommends City Council adoption of Ordinance 94-O-16 amending City Code 9-4-8(A) to align animal “Impoundment Procedures” in accordance with the current policies and procedures set forth by the City of Evanston. Ordinance 94-O-16 amends the impoundment procedures as it relates to disposition of unredeemed animals.
For Action
(H2) 126-O-16 Amending Title 3, Chapter 22 to Revise Farmers’ Market Regulations to Permit Farmer Cooperative and Non-Evanston Bread Makers to Sell Products at the Evanston Farmers’ Market

City staff recommends that City Council adopt proposed Ordinance 126-O-16 authorizing amendments to Title 3, Chapter 22, to include permitting farmer cooperatives, as well as, update the City ordinance that governs the market to match how the Evanston Farmer’s Market is currently operated.

For Action

ECONOMIC DEVELOPMENT COMMITTEE

(O1) Resolution 2-R-17, Authorizing City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

Staff and the Economic Development Committee recommend City Council approve Resolution 2-R-17, authorizing the City Manager to negotiate a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $75,000, to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents. Funding will be from the Community Development Block Grant’s Economic Development Fund (Account 215.21.5260.63064).

For Action

APPOINTMENTS

(APP1) For Reappointment to:

Economic Development Committee            Jeannemarie Sierant

For Action
# MEETINGS SCHEDULED THROUGH JANUARY 2017

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting Name</th>
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<tbody>
<tr>
<td>1/10/2017</td>
<td>7:00 PM</td>
<td>Housing, Homelessness and Human Relations Commission</td>
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<tr>
<td>1/17/2017</td>
<td>7:00 PM</td>
<td>City Council</td>
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<tr>
<td>1/18/2017</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
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<tr>
<td>1/19/2017</td>
<td>6:00 PM</td>
<td>Harley Clarke Planning Committee</td>
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<tr>
<td>1/23/2017</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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<tr>
<td>1/24/2017</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Dev. Act Committee</td>
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<tr>
<td>1/25/2017</td>
<td>6:00 PM</td>
<td>Transportation/Parking Committee</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To:  Honorable Mayor and Members of the City Council
From:  Erika Storlie, Deputy City Manager/Administrative Services Director
Subject:  Sherman Parking Garage Fence
Date:  December 26, 2016

Recommendation:
Alderman Judy Fiske recommends that the City Council reconsider the decision made in June 2014 not to install a fence on the upper deck of the Sherman Plaza Garage. If the City Council approves of this purchase, staff will return on January 23, 2017 with a quote for installation.

Summary/History:
On May 5, 2014, a meeting was held on the upper deck of the Sherman Plaza parking garage with Henry Goldman, President of the Residents of Sherman Plaza Condominium Association. City representation included Wally Bobkiewicz, Alderman Judy Fiske, Richard Eddington, Martin Lyons and Rickey Voss. The meeting was held to discuss the condo association’s continuing concerns regarding individuals who frequent the upper deck of the parking garage, throw objects and sit on the unprotected perimeter walls. A number of incidents had been reported.

As a result of the meeting, staff secured bids for a chain link fence that would not exceed a height of 72” from the upper deck surface and to enclose the upper deck perimeter to deter persons from sitting on the perimeter walls and other unacceptable behavior. On June 23, 2014, staff recommended City Council authorize the City Manager to purchase and install fencing on the upper deck of the Sherman Parking Garage in the amount of $24,719.00 from Custom Built Commercial Fence Corporation (721 N. Seminary Ave., Park Ridge 60068). However, this purchase was not approved at that time.

Attachments
Fence Purchase Request from City Council meeting of June 23, 2014
To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager

Subject: Approval of Fence Purchase for Sherman Parking Garage

Date: June 10, 2014

Recommended Action:
Staff recommends City Council authorize the City Manager to purchase and install fencing on the upper deck of the Sherman Parking Garage in the amount of $24,719.00 from Custom Built Commercial Fence Corporation (721 N. Seminary Ave., Park Ridge 60068).

Funding Source:
Funding will be from the Parking Fund (700506.65515) in the amount of $24,719.00

Summary:
On May 5, 2014, a meeting was held on the upper deck of the Sherman Plaza parking garage with Henry Goldman, President of the Residents of Sherman Plaza Condominium Association. City representation included Wally Bobkiewicz, Alderman Judy Fiske, Richard Eddington, Martin Lyons and Rickey Voss. The meeting was held to discuss the condo association’s continuing concerns regarding individuals who frequent the upper deck of the parking garage, throw objects and sit on the unprotected perimeter walls. It was reported that on April 19, 2014, a number of individuals were observed throwing objects off the roof on the Benson Avenue side of the parking deck. Parking garage security staff reported that they escorted three (3) groups of youths from the rooftop on Saturday, May 3, 2014. Since the May 5, 2014 meeting, three (3) high school students were escorted from the roof as they were observed sitting on the perimeter wall.

As a result of the meeting, I directed staff to secure bids for a chain link fence that would not exceed a height of 72” from the upper deck surface and to enclose the upper deck perimeter to deter a person(s) from sitting on the perimeter walls and other unacceptable behavior.

I believe this is an important safety improvement to be made to the garage.

Public Works received two (2) quotations for the proposed project, which are attached.
May 17, 2014

TO       CITY OF EVANSTON FACILITIES
MANAGEMENT
2100 RIDGE AVENUE
Evanston     IL    60201 2716

ATTN  ANIL KHATKHATE
EMAIL akhatkhate@cityofevanston.org
PHONE 847 866 2975     EXT  CELL  773 230 3700
FAX  847 866 2961     EXT  ALT

SITE       PARKING GARAGE
821 DAVIS
Evanston     IL    60201

ATTN
EMAIL
PHONE     EXT  CELL
FAX     EXT  ALT

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<tr>
<th>STYLE</th>
<th>PIPE</th>
<th>HGT</th>
<th>MESH &amp; GA</th>
<th>COAT</th>
<th>SELVAGE</th>
<th>POST</th>
<th>POST</th>
<th>T&amp;B</th>
<th>COIL</th>
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<tbody>
<tr>
<td>420</td>
<td>SS40</td>
<td>42&quot;</td>
<td>2x9</td>
<td>BLK</td>
<td>K-K</td>
<td>2-1/2&quot;</td>
<td>8&quot;</td>
<td>1-5/8</td>
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510 LINEAL FEET COMPLETE FENCE 42" FABRIC WITH TOP AND BOTTOM RAILS
4 END POSTS  3" O.D.
1 CORNER POSTS  3" O.D.
72 LINE POSTS  2-1/2" O.D. SPACED 8" O.C.

ALL BLACK VINYL FENCE FUSED AND BONDED 2" X 9 GA CORE. PIPE IS VINYL COATED
FENCE FRAMEWORK IS ALLIED SS40, INDUSTRIAL QUALITY, GALVANIZED STEEL PIPE.
FENCE POSTS WILL BE ANCHORED TO CONCRETE WALL WITH TWO WALL BRACKETS
AT EACH POST. EACH BRACKET WILL HAVE TWO 1/2" THREADED RODS EPOXY SET
WITH 3" EMBEDEMENT. BRACKETS WILL BE PAINTED BLACK

EXCLUSIONS: PERMITS, TAX, SCANNING OF CONCRETE,

FOR THE SUM OF $44,244.00

ALTERNATE: 1
FURNISH AND INSTALL FLATTENED EXPANDED METAL ATTACHED TO HAND RAIL ON SECOND FLOOR LANDING.
EXPANDED METAL WILL BE PAINTED BLACK AND WELDED TO THE SOUTH SIDE OF THE SOUTH RAILING. IT
WILL BE PLACED FROM THE UNDERSIDE OF THE TOP RAIL TO THE CONCRETE DECK.

FOR THE SUM OF $1,260.00

ALTERNATE #2
SAME AS ALTERNATE #1 EXCEPT INSTALL BLACK VINYL COATED MINI MESH THAT WOULD BE TEK SCREWED
TO THE RAILING.

FOR THE SUM OF $884.00

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: ________________________________
BY: ________________________________
DATE: ________________________________

**INSURANCE LIMITS ATTACHED**

BY: ________________________________

TIMOTHY M. BELL    \tmb
<table>
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<tr>
<th>JOB</th>
<th>Sherman &amp; Davis Parking Lot Roof-Top Fence</th>
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<tbody>
<tr>
<td>LOCATION</td>
<td>Evanston, IL</td>
</tr>
<tr>
<td>FIRM</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>Anil Khatkate</td>
</tr>
<tr>
<td>PHONE</td>
<td>847-634-6370</td>
</tr>
<tr>
<td>PHONE</td>
<td>847-275-7571</td>
</tr>
<tr>
<td>PHONE</td>
<td>Fax 847-384-0230</td>
</tr>
<tr>
<td>CITY/STATE/ZIP</td>
<td>2100 Ridge Ave.</td>
</tr>
<tr>
<td>CITY/STATE/ZIP</td>
<td>721 N. Seminary Ave., Park Ridge, IL 60068</td>
</tr>
<tr>
<td>Attn:</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>PHONE</td>
<td>847-634-6370</td>
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<td>847-275-7571</td>
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<td>PHONE</td>
<td>Fax 847-384-0230</td>
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<tr>
<td>WORK INCLUDED</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Furnish &amp; Install approx. 512' of 2x8x42&quot; black, fuse bonded vinyl coated, chain link fence system. Including:</td>
<td>$23,969.00</td>
</tr>
<tr>
<td>1-5/8 top &amp; bottom rail; 3&quot; line &amp; terminal posts and caps. 42&quot; H fence to be installed 30&quot; above concrete deck. Posts to be bolted to wall with brackets (see note) with through bolts connecting bracket to post. Proposal includes fee for engineering stamp for the brackets, and includes the custom made brackets.</td>
<td></td>
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<tr>
<td>Stair Well Landing Work: Weld Steel Mesh to Stair Landing</td>
<td>$750.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$24,719.00</td>
</tr>
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</table>
To: Wally Bobkiewicz, City Manager

From: Tammi Turner, Purchasing Manager

Subject: Fence Purchase for Sherman Parking Garage

Date: June 23, 2014

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 has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, Custom Built Commercial Fence Corporation precludes subcontracting opportunities. Therefore, a waiver is granted.

Cc: Martin Lyons, Assistant City Manager/CFO
    Ashley Porta, Budget Manager
CITY COUNCIL SPECIAL MEETING
CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYLTE COUNCIL CHAMBERS
Saturday, October 29, 2016
9:07 a.m.

Roll Call
Alderman Miller  Alderman Fiske
Alderman Braithwaite  Alderman Wynne
Alderman Wilson  Alderman Holmes
Alderman Tendam  Alderman Revelle
Alderman Rainey

Presiding Mayor Elizabeth B. Tisdahl

Mayor Tisdahl called the Special Meeting of the City Council to order at 9:07am.

Public Hearing: FY2017 Proposed Budget for the City of Evanston

Public Hearing: Truth in Taxation Hearing for the 2016 Property Tax Levy for the City of Evanston
- Marty Lyons, Assistant City Manager/CFO, gave a brief presentation.

Mayor Public Announcements: No Announcements

City Manager Public Announcements: No Announcements

Communications: City Clerk: No Communications

Public Comment
PUBLIC HEARING: FY2017 PROPOSED BUDGET
1. Mark Metz  2. Marcia McMahan
3. Bettye Cohns  4. Suni Kartha
7. Michael Tannen  8. Sheila Merry
9. Stephen Vick  10. Lindsay Percival

(I) Special Orders of Business: Introduction of 2016 Tax Levies and 2017 Budget Workshop
SPECIAL ORDERS OF BUSINESS

(SP1) Ordinance 141-O-16: City of Evanston 2016 Tax Levy
For Introduction- Approved

(SP2) Ordinance 142-O-16: 2016 Special Service Area #4 Tax Levy
Staff requests introduction of Tax Levy Ordinance 142-O-16, which levies the annual property tax for Special Service Area #4 in the amount of $329,592.
For Introduction-Approved

(SP3) Ordinance 143-O-16: 2016 Special Service Area #6 Tax Levy
Staff requests introduction of Tax Levy Ordinance 143-O-16, which levies the annual property tax for Special Service Area #6 in the amount of $214,286.
For Introduction-Approved

(SP4) Ordinance144-O-16: Evanston Public Library 2016 Tax Levy
The Library Board requests introduction of Tax Levy Ordinance 144-O-16, which levies the annual property tax for the Evanston Public Library in the amount of $6,412,610 as extended.
For Introduction-Approved

(SP5) FY2017 Budget Workshop
No formal action will be taken regarding the FY2017 Budget.
For Discussion
Wally Bobkiewicz, City Manager, spoke about the workshop; Alderman Holmes gave her thoughts; Grant Farrar, Corporate Counsel, answered the questions Alderman Holmes had; then Alderman Braithwaite chimed in with his thoughts.

Call of the Wards: No Call of the wards.

The Mayor asked for a motion to adjourn with a Voice Vote, and the meeting of the Regular Council ended at 10:41 AM.

Submitted by,

Akāsha S. Terrier
Deputy City Clerk
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR

II. APPROVAL OF MINUTES OF REGULAR MEETING OF DECEMBER 12, 2016

III. ITEMS FOR CONSIDERATION

(A1) Payroll – November 28, 2016 through December 11, 2016 $ 2,854,466.37
Payroll – December 12, 2016 through December 25, 2016 $ 2,865,123.43

(A2) FY2016 City of Evanston Bills – January 10, 2017
FY: 2016 $ 4,341,505.76
FY: 2017 $ 1,338,130.03

For Action

(A3.1) 2017-2019 Multi-Year Janitorial Services Contract with Eco-Clean Maintenance, Inc. for Multiple City Facilities (RFP #16-72)
Staff recommends City Council authorize the City Manager to execute an agreement for a multi-year janitorial services contract for multiple facilities with Eco-Clean Maintenance, Inc. (515 W. Wrightwood Avenue, Elmhurst, IL 60126) in the amount of $120,576 annually for FY 2017, FY 2018 and FY 2019. The contract will begin on February 1, 2017 and will be awarded for a period of three (3) years with two (2) one-year options to renew. Funding will be provided from the following accounts: $58,620 from Facilities Account 100.19.1950.62509 for LHMCC; $14,976 from Facilities Account 100.19.1950.62509 for Service Center; $35,100 from Police Department Account 100.22.2295.62225 for Police Headquarters; $5,040 from Police Department Account 100.22.2295.62225 for Police Outpost; and $6,840 from Fire Department Account 100.23.2315.62430. The total amount budgeted in 2017 for custodial services is $300,031.

For Action
(A3.2) Expenditure of Public, Education & Government (PEG) Funds to Evanston/Skokie School District 65 and Evanston Township High School District 202 for equipment purchases used to support PEG channels

Staff recommends City Council authorization for expenditure of $48,204.63 in Public, Education & Government (PEG) Funds for equipment purchases for the Education Channels for fiscal year 2016. Fund distribution is for $25,042.63 to School District 202 and $23,162.00 to School District 65. PEG Fund Revenue Account 100.15.1510.52181 has year to date 2016 revenues of $176,374 and was budgeted for $130,000. Expenses will be charged to account 100.15.1510.64004 – PEG Fund Distribution.

For Action

(A3.3) Pre-qualification of Contractors for Cured-In-Place Pipe Rehabilitation of Sewers Mains

Staff recommends approval of 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 (2017, 2018 and 2019): Hoerr Construction, Inc. (1601 W. Luthy Dr, Peoria, IL), Insituform Technologies, USA, Inc. (17988 Edison Ave., Chesterfield, MO), Kenny Construction Company (2215 Sanders Rd., Northbrook, IL), SAK Construction, LLC. (864 Hoff Rd., O’Fallon MO), and Visu-Sewer, Inc. (W230 N4855 Betker Drive, Pewaukee, WI).

For Action

(A3.4) Engineering Services Contract with Terra Engineering, Ltd. for Emerson Street Traffic Signals Modernization Project

Staff recommends that City Council authorize the City Manager to execute a contract to provide design engineering services for the Emerson Street Traffic Signal Modernization Project with Terra Engineering, Ltd. (225 West Ohio Street, 4th Floor Chicago, IL 60654) in the amount of $86,100.00. Funding will be provided from funds transferred to the CIP Fund as part of Ordinance 45-O-7 from the developer of the Planned Unit Development Located 1890 Maple Avenue and 1881 Oak Avenue (Account 415.40.4217.62145 – 417016). This project is budgeted at $150,000 in FY 2017.

For Action

(A3.5) Change Order Number 2 for Penny Park Renovation Project with Elanar Construction Company

Staff recommends City Council authorize the City Manager to approve Change Order No. 2 to the agreement for the Design/Build Services for the Penny Park Renovation Project (RFP 16-14) with Elanar Construction Company (6620 W. Belmont Avenue, Chicago, Illinois 60634). This change order provides a 128-day time extension, modifying the project’s completion date from December 23, 2016 to April 30, 2017. There is no cost associated with this change order. No additional funding is needed at this time. Funding for this project is provided from the Capital Improvement Program (CIP) 2016 General Obligation Bonds (Account 415.40.4116.65515 – 516007). This project was budgeted at $500,000 in FY 2016.

For Action
(A3.6) Engineering Design Services Contract for the Main Street Corridor Improvement Project with Stanley Consultants, Inc.

Staff recommends that City Council authorize the City Manager to execute an agreement with Stanley Consultants, Inc. (8501 W. Higgins Road, Suite 730, Chicago IL 60631) in the amount of $170,868.00 to provide engineering design services for the Main Street Corridor Improvement Project between the west City limits and Dodge Avenue. On August 15, 2016, the City Council awarded the initial preliminary design engineering services (RFP 16-47) for the Main Street Corridor Improvement Project to Stanley Consultants. Due to budget limitations in FY 2016, the scope of design services was limited to topographic survey, data collection, preliminary analysis and some stakeholder meetings. Funding will be provided from CIP Fund 2017 GO Bonds (Account 415.40.4117.62145 – 416535). This project is budgeted at an additional $175,000 in FY 2017 to complete the engineering design services. $75,000 was budgeted in FY 2016 utilizing 2016 GO Bonds for the initial contract.

For Action

(A3.7) Solid Waste Agency of Northern Cook County Disposal Fees for Fiscal Year 2017

Staff recommends that City Council authorize the City Manager to execute an extension of the intergovernmental agreement for 2017 refuse disposal fees to Solid Waste Agency of Northern Cook County (SWANCC) in the not to exceed amount of $750,000 for operations and maintenance transfer fees. Tipping fees on a per-ton basis for 2017 have been increased by approximately 1.5% from 2016 rates. The City’s 2016 monthly base rate for disposal tipping fees was $58,818.62 for most of 2016. With the 1.5% increase, the new monthly tipping fee is estimated to increase to $59,700.00, and will hold at this rate for the majority of 2017. Funding will be provided by the Solid Waste Fund Account 520.40.4310.62405, which has a budget of $750,000 for FY2017.

For Action

(A4) Resolution 74-R-16, Authorizing Construction on Illinois State Highways for years 2017-2018

Staff recommends City Council adopt Resolution 74-16-16 Authorizing Construction on Illinois State Highways for Years 2017 and 2018. In order to complete improvements on state highways within the City of Evanston, a permit must be obtained by the City from the Illinois Department of Transportation (IDOT). In order to expedite paperwork associated with the permits, a resolution is needed agreeing that the City will abide by standards set forth by the State of Illinois, and that the State of Illinois is not liable for work that is implemented by City employees.

For Action
(A5) Resolution 4-R-17, Authorizing the City Manager to Grant an Easement for a Fence at 822 Colfax Street
Staff recommends City Council adopt Resolution 4-R-17, authorizing the City Manager to grant an Easement for a fence at 822 Colfax Street. The easement would be granted for a 20 year period. No City funding is required for this fence installation. The property owner, Carl Lemaine, will fund the project and will be assessed a one-time easement fee of $5,073.87.
For Action

(A6) Resolution 6-R-17, Authorizing the City Manager to Sign Notifications of Grant Awards to Fund and Operate the Long Term Care Ombudsman Program
Staff recommends City Council adoption of Resolution 6-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate the Long Term Care Ombudsman Program for the City of Evanston. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon amount of funds utilized from the total budget which is also subsidized by the City of Evanston’s operating budget in the form of local cash as well as local in-kind services provided by the City of Evanston. Overall budgeted expenses for the 2017 program include staffing salaries, travel, supplies, postage, telephone, training material and employee training in the amount of $165,489.00. Costs and Reimbursements are budgeted in a variety of line items in BU 100.30.3055. The amount reimbursed by AgeOptions is $53,922.00 for the period October 1, 2016 – September 30, 2017.
For Action

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:11 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF NOVEMBER 28, 2016
Ald. Rainey moved to accept the Minutes of November 28, 2016 A&PW meeting as submitted, seconded by Ald. Holmes.

The Minutes of the November 28, 2016 A&PW meeting were approved unanimously 4-0.

III. ITEMS FOR CONSIDERATION
(A1) Payroll – through November 20, 2016 $ 2,757,078.33
(A2) FY2016 City of Evanston Bills – December 13, 2016 $20,847,963.04

For Action
Ald. Rainey moved to recommend approval of the City of Evanston Payroll through November 2016 and the FY 2016 City of Evanston bills through December 13, 2016, seconded by Ald. Holmes.

The Committee voted unanimously 4-0 to approve the payroll and bills.

(A3.1) Increased Allocation for a Back-up Building Inspection and Plan Review Services Contract (SAFEbuilt)
Staff recommends City Council authorize the City Manager to increase the back-up Building Inspection and Plan Review Services contract agreement amount from $50,000 to a not to exceed amount of $99,000 with SAFEbuilt, Inc. (3755 Precision Drive, Suite 140, Loveland, Colorado 80538). The current agreement
with the vendor is effective until March 30, 2017 with two one-year renewal options. The FY 2016 cost of the proposed contract amount is expected to exceed the amended budget amount of $50,000 approval by the City Council on March 28, 2016. The Building and Inspection Division has a budget of $50,000 in account number 100.21.2126.62464. Additional funding will be provided by staff salary savings of $49,000 in account 100.21.2126.61010.

For Action
Ald. Holmes moved to recommend City Council authorize the City Manager to increase the back-up Building Inspection and Plan Review Services contract agreement amount from $50,000 to a not to exceed amount of $99,000 with SAFEbuilt, Inc., seconded by Ald. Rainey.

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

(A3.2) Approval of Garnett Place Right of Way Parking Lot
Staff recommends City Council authorize the City Manager to proceed with the design and bidding of a project that would improve the alley south of the 800 block of Foster and east of the CTA tracks into a City parking lot. Funding for the improvement of the Garnett Place right of way into a parking lot would be from the Parking Fund (Account 505.19.7005.65515-416500), which has a proposed FY 2017 budget allocation of $300,000.

For Action
Ald. Wynne moved to recommend that City Council authorize the City Manager to proceed with the design and bidding of a project that would improve the alley south of the 800 block of Foster and east of the CTA tracks into a City parking lot, seconded by Ald. Rainey.

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

(A3.3) Sole Source Purchase of Street Light Pole & LED Fixtures from PG-Enlighten, Inc. for Pilot Program
Staff recommends City Council authorize the City Manager to execute a contract for the sole source purchase of 14 street light poles and fixtures with PG-Enlighten, Inc. (500 Quail Ridge Drive Westmont, IL 60559) in the amount of $49,448. Funding for this project will be from the CIP 2016 GO Bonds (Account 415.40.4116.65515-416533) Pavement Marking and Streetlight Improvements project, which has a remaining 2016 allocation of $55,026.

For Action
Ald. Miller moved to recommend that City Council authorize the City Manager to execute a contract for the sole source purchase of 14 street light poles and fixtures with PG-Enlighten, Inc. in the amount of $49,448, seconded by Ald. Rainey.

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

(A3.4) Contract with Trees “R” Us, Inc. for Business District Tree and Stump Removal
Staff recommends that City Council authorize the City Manager to execute a contract for the removal of trees and stumps in various business districts to the low bidder, Trees “R” Us, Inc., (Wauconda, IL), in the amount of $27,556.00. The City of Evanston joined with the Village of Bannockburn and Lake Bluff in a joint bid for tree removals and stump grinding; four firms submitted bids for the work needed in all three municipalities. Trees “R” Us submitted the lowest bid for work in Evanston. Funding for this project is included in the proposed FY 2016 Economic Development Fund’s Business Retention and Expansion Account, 225.15.5300.62662. The adopted 2016 Fiscal Year Budget allocated $300,000 to this account.

For Action

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the removal of trees and stumps in various business districts to the low bidder, Trees “R” Us, Inc., in the amount of $27,556.00, seconded by Ald. Holmes.

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

(A3.5) Change Order 2 for Material Testing and Inspection Services Contract

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the Material Testing and Inspection Services Contract (RFP 14-28) with GSG Material Testing, Inc. (2945 West Harrison Street, Chicago, Illinois) in the amount of $18,150. The Change Order includes professional geotechnical services related to various 2017 capital improvements program (CIP) projects. This will increase the total contract amount from the current contract price of $74,250.00 to $92,400. The change order also extends the contract by 90 days, until March 31, 2017. Funding for the geotechnical services would be from the CIP Fund, Water Fund, Parking Fund and from federal (CDBG) funds, which are summarized in the attached transmittal memorandum.

For Action

Ald. Holmes moved to recommend City Council authorize the City Manager to execute Change Order No. 2 to the Material Testing and Inspection Services Contract (RFP 14-28) with GSG Material Testing, Inc. in the amount of $18,150, seconded by Ald. Wynne.

The Committee voted unanimously 5-0 to approve the change order.

(A3.6) Purchase from Data Transfer Solutions, LLC for a Computerized Maintenance Management System

Staff recommends City Council authorize the City Manager to execute an agreement for the City of Evanston’s Computerized Maintenance Management System (RFP 16-36) with Data Transfer Solutions, LLC (3680 Avalon Park Blvd, Suite 200, Orlando, FL 32828) in the not-to-exceed amount of $438,905 for services to be provided between 2016 and 2021. Funding for the purchase, staged implementation, training and licensing/hosting fees provided in the agreement between 2016 and 2021 will be from the Water Fund (Account 510.40.4225.62180). Required funding in 2016 is $66,000 and in 2017 is
$164,635. A detailed breakdown of the funding for the remaining years can be found on the attached transmittal memorandum.

For Action
Ald. Wynne moved to recommend City Council authorize the City Manager to execute an agreement for the City of Evanston’s Computerized Maintenance Management System (RFP 16-36) with Data Transfer Solutions, in the not-to-exceed amount of $438,905 for services to be provided between 2016 and 2021, seconded by Ald. Rainey.

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

(A3.7) Authorization to Hire a Contractual Employee for the Implementation of the Computerized Maintenance Management System
Staff recommends City Council authorize the City Manager to execute a three year employment agreement to employ a person to serve as the implementation specialist for the Computerized Maintenance Management System. The anticipated cost would be $93,600 to $114,400 per year. Funding for this contractual service would be from the Water Fund (Account 510.40.4225.62180, which has a budget allocation of $360,000 in FY 2017).

For Action
Ald. Miller moved to recommend City Council authorize the City Manager to execute a three year employment agreement to employ a person to serve as the implementation specialist for the Computerized Maintenance Management System at an anticipated cost of $93,600 to $114,400 per year, seconded by Ald. Rainey.

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

(A3.8) Contract for Third Party Administration of General & Automobile Liability and Worker’s Compensation Claims to Cannon Cochran Management Services, Inc.
Staff recommends City Council approve a renewal contract for Third Party Administration of General & Automobile Liability and Worker’s Compensation Claims with Cannon Cochran Management Services, Inc. (3333 Warrenville Road, Suite 550, Lisle, IL), for an estimated annual amount of $93,500.00. Funding will be provided from the Insurance Fund (Account 605.99.7800.62266 with a budget of $120,000).

For Action
Ald. Rainey moved to recommend City Council approve a renewal contract for Third Party Administration of General & Automobile Liability and Worker’s Compensation Claims with Cannon Cochran Management Services, Inc. for an estimated annual amount of $93,500.00, seconded by Ald. Holmes.

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

(A3.9) Single Source Purchase of Portable Generator for the Data Centers at the Service Center and Police/Fire Headquarters
Staff recommends City Council authorize the City Manager to execute a single source purchase in the amount of $70,000 from Patten Power System, 615 W. Lake Street, Elmhurst, IL.60126 to provide (1) Caterpillar 100 kW portable generator (Model APS100kW) for standby use at the Data Centers at the Service Center and at the Police/Fire Headquarters 911 Center. Staff has accessed the National Joint Powers Alliance (NJPA) Acceptance and Award #080613-CAT with Caterpillar, Inc. to obtain a quote. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Funding is provided by the Capital Improvements Fund, Account 415.40.4116.65515, Project Number 616033.

For Action
Ald. Holmes moved to recommend City Council authorize the City Manager to execute a single-source purchase in the amount of $70,000 from Patten Power System, 615 W. Lake Street, Elmhurst, IL.60126 to provide (1) Caterpillar 100 kW portable generator (Model APS100kW) for standby use at the Data Centers at the Service Center and at the Police/Fire Headquarters 911 Center, seconded by Ald. Rainey.

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

(A3.10)Single Source Renewal Agreement with Motorola, Inc. for 911 Center
Staff recommends City Council authorize the City Manager to approve the renewal of the annual single source Service Agreement with Motorola, Inc. (1309 East Algonquin Road., Schaumburg, IL 60196) for the amount of $82,408.32. The Agreement is effective from January 1, 2017 through December 31, 2017. Funding will be provided by the Emergency Telephone System account 205.22.5150.62509 (Service Agreements & Contracts) with a Budget of $85,000.00.

For Action
Ald. Wynne moved to recommend City Council authorize the City Manager to approve the renewal of the annual single source Service Agreement with Motorola, Inc. for the amount of $82,408.32 effective from January 1, 2017 through December 31, 2017, seconded by Ald. Holmes.

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

(A3.11)Storefront Modernization Program Application for 807 Howard St. – Dreamland Cleanwash Laundry
Staff recommends approval of financial assistance through the Storefront Modernization Program to Dreamland Cleanwash Laundry at 807 Howard Street in an amount not to exceed $3,014 for the installation of an RPZ backflow prevention device within the building’s plumbing systems in order to bring it up to code. This agenda item is presented to the Administrative and Public Works Committee because there is no Economic Development Committee meeting scheduled until January 25, 2017. The Economic Development Fund’s Business District Improvement Fund (Account 225.15.5300.65522). The approved Fiscal Year 2017 Budget allocated a total of $350,000 for this account to fund both the
Storefront Modernization and Great Merchant Grant programs. To date, $0 has been spent from this account, leaving $350,000 available for expenditure.

**For Action**

Ald. Miller moved to recommend approval of financial assistance through the Storefront Modernization Program to Dreamland Cleanwash Laundry at 807 Howard Street in an amount not to exceed $3,014 for the installation of an RPZ backflow prevention device within the building’s plumbing systems in order to bring it up to code, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the financial assistance.

(A3.12) **Approval of 2017 City Council Meeting Dates**

Staff recommends that City Council approve the 2017 City Council meeting dates.

**For Action**

Ald. Rainey moved to recommend City Council approve the 2017 City Council meeting dates, seconded by Ald. Wynne.

The Committee voted unanimously to approve the 2017 meeting dates.

(A3.13) **Approval of 2016 Post Bond Issuance Report**

Staff recommends the City Council review and place the 2016 Post Bond Issuance Report on file.

**For Action: Accept and Place on File**


The Committee voted unanimously 5-0 to review and place the report on file.

(A3.14) **Renewal of the Service Provider Agreement with Presence Behavioral Health**

Staff recommends City Council authorize the City Manager to renew and amend the Service Provider Agreement between Presence 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 $139,333.33. The Agreement is dated January 1, 2017 to December 31, 2017. Due to the timing of the Agreement and to assure no interruption of services, staff seeks approval of the Service Provide Agreement. Funding is provided by the Health and Human Services Department Account 176.24.4651.62491, the General Fund and the Library Fund.

**For Action**

Ald. Wynne moved to recommend City Council authorize the City Manager to renew and amend the Service Provider Agreement between Presence 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 $139,333.33 for the period January 1, 2017 to December 31, 2017, seconded
by Ald. Rainey.

At Ald. Miller’s inquiry, Grants Administrator Sarah Flax explained that Presence and Trilogy serve different sets of clients. The City will refer residents to Presence and referrals to Trilogy will come from other agencies.

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

(A4) Resolution 75-R-16 - Contract Renewal to Hoffman House Catering for Senior Meal Food Programs
Staff recommends City Council adoption of Resolution 75-R-16 authorizing the City Manager to execute a contract with Hoffman House Catering to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2016 through September 30, 2017 in the not-to-exceed amount of $4.56 per lunch meal. Total meal program contract value is projected at $41,961. This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served. The program will be reimbursed through a grant from Age Options and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure accounts.
For Action
Ald. Holmes moved to recommend City Council approval of Resolution 72-R-16 adopting the FY 2017 Budget of the City of Evanston in the amount of $311,374,116, seconded by Ald. Wynne.

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

Staff recommends review and adoption by the City Council of the following twelve (12) abatement resolutions (Items A5.1 to A5.12). The Resolutions will abate (decrease) the amount of the 2016 property tax levy needed to retire the outstanding general obligation debt. Generally, abated debt amounts are funded through sources other than property taxes such as TIF incremental revenue, water/sewer receipts, and parking garage revenues. The City’s total abatement for 2016 is $9,908,277.

(A5.1) Resolution 76-R-16, General Obligation Debt Property Tax Abatement
Staff recommends adoption of Resolution 76-R-16 abatement for General Obligation Bonds, Series 2007.
For Action

(A5.2) Resolution 77-R-16, General Obligation Debt Property Tax Abatement
Staff recommends adoption of Resolution 77-R-16 abatement for General Obligation Bonds, Series 2008B.
For Action
(A5.3) **Resolution 78-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 78-R-16 abatement for General Obligation Bonds, Series 2008C.  
**For Action**

(A5.4) **Resolution 79-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 79-R-16 abatement for General Obligation Bonds, Series 2010B.  
**For Action**

(A5.5) **Resolution 80-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 80-R-16 abatement for General Obligation Bonds, Series 2011A.  
**For Action**

(A5.6) **Resolution 81-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 81-R-16 abatement for General Obligation Bonds, Series 2012A.  
**For Action**

(A5.7) **Resolution 82-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 82-R-16 abatement for General Obligation Bonds, Series 2013A.  
**For Action**

(A5.8) **Resolution 83-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 83-R-16 abatement for General Obligation Bonds, Series 2013B.  
**For Action**

(A5.9) **Resolution 84-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 84-R-16 abatement for General Obligation Bonds, Series 2014A.  
**For Action**

(A5.10) **Resolution 85-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 85-R-16 abatement for General Obligation Bonds, Series 2015A.  
**For Action**

(A5.11) **Resolution 86-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 86-R-16 abatement for General Obligation Bonds, Series 2015B.  
**For Action**

(A5.12) **Resolution 87-R-16, General Obligation Debt Property Tax Abatement**  
Staff recommends adoption of Resolution 87-R-16 abatement for General Obligation Bonds, Series 2016A.
For Action
Ald. Rainey moved to recommend City Council adoption of Resolutions 76-R-16 through 87-R-16 abatement for General Obligation Bonds, seconded by Ald. Wynne.

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

(A6) Ordinance 164-O-16, Amending City Code Title 3-2-15, Municipal Parking Tax Parking, Schedule 2 (a); Tax Imposed
Staff recommends that the City Council adopt Ordinance 164-O-16 Amending City Code Section 3-2-15-2, increasing the Municipal Parking Tax Imposed from twenty-five ($25) to thirty-five ($35) dollars per month for monthly parking permits in City-owned parking garages. Staff requests suspension of the rules for introduction and adoption at the December 12, 2016 City Council meeting.

For Introduction and Action
Ald. Holmes moved to recommend City Council suspend the rules and adopt Ordinance 164-O-16 Amending City Code Section 3-2-15-2, increasing the Municipal Parking Tax Imposed from twenty-five ($25) to thirty-five ($35) dollars per month for monthly parking permits in City-owned parking garages, seconded by Ald. Wynne.

At Ald. Braithwaite’s inquiry, Parking/Fleet Manager Rickey Voss explained that the tax is different from the fees. The notification of increase of the monthly parking rate at City garages is effective February 1st. There must be a minimum notice of 30 days. The tax increase is effective January 1st, but can be collected at the end of February when the administrative increase in the parking decks goes into effect.

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

(A7) Ordinance 159-O-16, Amending City Code Title 10-11-1, Schedule 1, Reducing the Speed Limit on Dodge Avenue from 30 MPH to 25 MPH
Staff and the Transportation / Parking Committee recommend that City Council adopt Ordinance 159-O-16, reducing the speed limit from 30 MPH to 25 MPH, on Dodge Avenue from the south city limits to Simpson Street.

For Introduction
Ald. Wynne moved to recommend City Council adopt Ordinance 159-O-16, reducing the speed limit from 30 MPH to 25 MPH on Dodge Avenue from the south city limits to Simpson Street, seconded by Ald. Holmes.

Ald. Rainey moved to recommend suspension of the rules.

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

(A8) Ordinance 160-O-16, Amending City Code Title 10, Schedule IX, “Parking Prohibited at Certain Times” by Adding Parking Restrictions to a Portion of Brummel Street
The Transportation/Parking Committee and staff recommend that the City Council adopt Ordinance 160-O-16 Amending City Code Section 10-11-9, Schedule IX “Parking Prohibited at Certain Times” by adding Brummel Street on the North side from Clyde Avenue on the west to the west property line at Clyde/Brummel Park from 9:00 a.m. to 9:00 p.m. during the period of April 1 to October 1.

For Introduction
Ald. Rainey moved to recommend City Council adopt Ordinance 160-O-16 Amending City Code Section 10-11-9, Schedule IX “Parking Prohibited at Certain Times” by adding Brummel Street on the North side from Clyde Avenue on the west to the west property line at Clyde/Brummel Park from 9:00 a.m. to 9:00 p.m. during the period of April 1 to October 1, seconded by Ald. Holmes.

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

(A9) Ordinance 163-O-16, Increasing the Number of Class D Liquor Licenses for Spinzar, Inc. d/b/a Kabul House, 2424 Dempster Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 163-O-16, amending City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-seven (57) to fifty-eight (58) and permit issuance of a Class D license to Spinzar, Inc. d/b/a Kabul House located at 2424 Dempster Street.

For Introduction
Ald. Holmes moved to recommend City Council adoption of Ordinance 163-O-16, amending City Code Subsection 3-4-6-(D) to increase the number of authorized Class D liquor licenses from fifty-seven (57) to fifty-eight (58) and permit issuance of a Class D license to Spinzar, Inc. d/b/a Kabul House located at 2424 Dempster Street, seconded by Ald. Rainey.

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

IV. ITEMS FOR DISCUSSION

(APW1) Decibel Level Allowed from Mechanical Equipment
Staff recommends an amendment to the 2012 International Mechanical Code, the adopted code of the City, to reduce the allowed decibel (dBA) of mechanical equipment from 65dBA to 55dBA.

For Discussion
Ald. Wynne suggested moving forward immediately. She is in favor of the amendment.

At Ald. Miller’s inquiry, Building and Inspection Services Manager Gary Gerdes, has only received 3 complaints in the past two years. He added that the average home air conditioning units are within the allowed dba levels.

Building and Inspection Services Manager Gerdes explained that the amendment covers AC units and similar equipment. The City added an amendment to the 2003 International Mechanical Code (IMC) regulating the maximum decibel level...
of 55 dBA when measured at the property line. In 2013, the maximum level was increased to 65 dBA with the adoption of the 2012 IMC. Staff was asked to revisit the dBA levels after an installation of an AC unit at a multi-family residence that impacted adjacent single-family residences.

Current ambient noise levels in Evanston residential districts are in the 48 to 52 dBA range. He presented some alternative solutions to quiet units including acoustical barriers and unit placement on the property.

At Ald. Miller’s inquiry, Building and Inspection Services Manager Gerdes explained that the City cannot change the rules for units already installed. New residential units can meet the noise standard at the property line.

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Rainey moved to adjourn the meeting at 6:48pm.
Memorandum

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

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

Subject: 2017-2019 Multi-Year Janitorial Services Contract with Eco-Clean Maintenance, Inc. for Multiple City Facilities (RFP #16-72)

Date: January 9, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an agreement for a multi-year janitorial services contract for multiple facilities with Eco-Clean Maintenance, Inc., 515 W. Wrightwood Avenue, Elmhurst, IL 60126 in the amount of $120,576 annually for FY 2017, FY 2018 and FY 2019. The contract will begin on February 1, 2017 and will be awarded for a period of three (3) years with two (2) one-year options to renew. The City facilities included in this service agreement are as follows:

Lorraine H. Morton Civic Center (LHMCC)
Municipal Service Center
Police Headquarters
Police Outpost
Fire Headquarters

Funding Source:
Funding will be provided from the following accounts:
$58,620 from Facilities Account 100.19.1950.62509 Service Agreements/Contracts for LHMCC;
$14,976 from Facilities Account 100.19.1950.62509 Service Agreements/Contracts for Service Center;
$35,100 from Police Department Account 100.22.2295.62225 Building Maintenance for Police Headquarters;
$5,040 from Police Department Account 100.22.2295.62225 Building Maintenance for Police Outpost; and
$6,840 from Fire Department Account 100.23.2315.62430 Custodial Contracts.
The total amount budgeted in 2017 for custodial services is $300,031.
Livability Benefits:
Built Environment: Provide clean facilities for the public and staff.

Summary:
In the fall of 2016, City staff advertised and solicited proposals to perform janitorial services for multiple years at the Lorraine H. Morton Civic Center, the Municipal Service Center, the Police Headquarters, the Fire Headquarters, the Police Outpost and the Main Library. Services will include cleaning of the floors, doors, elevators, stairs and railings, sanitizing of the restrooms, kitchens, break rooms and drinking fountains, trash removal and other related tasks which are all essential to the cleanliness of these facilities.

After a walk thru of each of the facilities with the interested vendors and a lengthy evaluation and discussion, staff determined that Eco-Clean Maintenance, Inc. was the most responsive and responsible vendor and that contracting with them for the Lorraine H. Morton Civic Center, Municipal Service Center, Police Headquarters, Fire Headquarters and Police Outpost was in the best interest of the City. Staff also determined it was in the best interest for the Library that they contract with Total Building Service, Inc. (TBS) for the Main Library since they were also very responsive and responsible and have cleaned the building effectively for them since 2009.

The following was used to determine the proposal with the highest score:

<table>
<thead>
<tr>
<th></th>
<th>Eco-Clean</th>
<th>TBS Inc.</th>
<th>Clean As Whistle</th>
<th>Smith Maint.</th>
<th>All Cleaners</th>
<th>Perfect Cleaning</th>
<th>Alpha</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Expertise</td>
<td>24</td>
<td>26</td>
<td>21</td>
<td>18</td>
<td>21</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Project Approach</td>
<td>17</td>
<td>20</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>11</td>
<td>9</td>
</tr>
<tr>
<td>Price</td>
<td>14</td>
<td>6</td>
<td>11</td>
<td>8</td>
<td>11</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Completeness of Proposal</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Executing Contract</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>M/W/EBE</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Total Score</td>
<td>85</td>
<td>82</td>
<td>77</td>
<td>72</td>
<td>69</td>
<td>59</td>
<td>32</td>
</tr>
</tbody>
</table>

Staff checked the references for Eco-Clean Maintenance, Inc. and Total Building Service, Inc. (TBS) and both were found to be favorable. Staff is recommending award to Eco-Clean Maintenance for the Lorraine H. Morton Civic Center, Municipal Service Center, Police Headquarters, Fire Headquarters and Police Outpost. The recommendation for the Main Library will be submitted in a separate memo to the Evanston Public Library Board of Trustees. For our most recent custodial contract with
Smith Maintenance Company for the Civic Center, Service Center, Police HQ, Fire HQ and Police Outpost we paid an annual cost of $117,489.12 for 2016. Award of this contract to Eco-Clean would result in an increase of less than 3%. No Evanston based vendors responded to our advertisement.

**Attachments:**
M/W/EBE Memo
Memorandum

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

From: Tammi Nunez, Purchasing Manager

Subject: RFP 16-72, 2017-2019 Multi-Year Janitorial Services Contract for Multiple City Facilities

Date: January 9, 2017

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 has established a 25% M/W/EBE subcontracting participation goal for general contractors.

With regard to the 2017-2019 Multi-Year Janitorial Services Contract for Multiple City Facilities, RFP 16-72 in the base bid amount of $120,576.00 for each year for five buildings, the primary contractor Eco-Clean Maintenance Inc., has subcontracted the following:

<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>Dust Em Clean</td>
<td>Janitorial</td>
<td>$50,103.00</td>
<td>41.5%</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>548 E. 61st Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60637</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total M/W/EBE**     |               | **$50,103.00**  | **41.5%** |     |     |     |

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

To: Honorable Mayor and Members of the City Council
    Administration and Public Works Committee
From: Erika Storlie, Deputy City Manager/Director of Administrative Services
Subject: Expenditure of Public, Education & Government (PEG) Funds to Evanston/Skokie School District 65 and Evanston Township High School District 202 for equipment purchases used to support PEG channels
Date: December 28, 2016

Recommended Action
Staff recommends City Council authorization for expenditure of $48,204.63 in Public, Education & Government (PEG) Funds for equipment purchases for the Education Channels for fiscal year 2016. Fund distribution is for $25,042.63 to School District 202 and $23,162.00 to School District 65.

Funding Source
PEG Fund Revenue Account 100.15.1510.52181 has year to date 2016 revenues of $176,374 and was budgeted for $130,000. Expenses will be charged to account 100.15.1510.64004 – PEG Fund Distribution.

Livability Benefits
Education, Arts & Community: Provide quality education from cradle to career
Equity & Empowerment: Ensure equitable access to community assets

Summary
Under state law, a current portion of Comcast and AT&T franchise fees are dedicated to the Evanston PEG Channels (Channel 6, 16, 18 & 19) to be used strictly for broadcast and production equipment.

Representatives from District 202 and District 65 have submitted the following requests for allocation of PEG Funds toward the educational channel equipment purchases.

Background
In Fiscal Year 2015 the budgeted amount was $130,000. School District 65 received $32,000 and District 202 received $39,017.97.
The City of Evanston spent the remainder of the 2016 state mandated funds on upgrades to broadcast equipment at the Civic Center and the Service Center in support of channels 6 & 16.

Attachments:
District 202: 2016 Proposed Expenditures
District 65: 2016 Proposed Expenditures
William requested to send you a link to a Shopping Cart at bhphotovideo.com.

Sony FE 24-70mm f/2.8 GM Lens
B&H #SO247028GM Mfr #SEL2470GM

Product Highlights
• E-Mount Lens/Full-Frame Format
• Aperture Range: f/2.8 to f/22
• One XA Element & Two Applanatic Elements

Price: $2,198.00

Sony Sonnar T* FE 55mm f/1.8 ZA Lens
B&H #SO5518 Mfr #SEL55F18Z

Product Highlights
• Sony E Mount Full-Frame
• Aperture Range: f/1.8 to f/22
• Carl Zeiss T* Anti-Reflective Coating

Price: $998.00
<table>
<thead>
<tr>
<th>Product Description</th>
<th>B&amp;H #</th>
<th>Mfr #</th>
<th>Qty</th>
<th>Price</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panasonic 7.28V 65Wh Battery for DVX200 (8,850mAh)</td>
<td>PAAGVBR89</td>
<td>VBR89G</td>
<td>1</td>
<td>$294.95</td>
<td>$294.95</td>
</tr>
<tr>
<td>Azden 330LT UHF On-Camera Dual Bodypack System</td>
<td>AZ330ULT</td>
<td>330LT</td>
<td>1</td>
<td>$749.95</td>
<td>$749.95</td>
</tr>
<tr>
<td>Remote Audio 2x HD-SDI &amp; XLR AV Snake Cable (100 ft)</td>
<td>RECASNAV100</td>
<td>CASNAV100</td>
<td>2</td>
<td>$229.99</td>
<td>$459.98</td>
</tr>
<tr>
<td>Teradek Bolt 600 SDI/HDMI Wireless Video Transmitter/Receiver Deluxe Kit</td>
<td>TE1009601V</td>
<td>100-0960-1V</td>
<td>1</td>
<td>$5,990.00</td>
<td>$5,990.00</td>
</tr>
<tr>
<td>Kessler Crane Pocket Jib Traveler</td>
<td>KEIJ1013</td>
<td>CJ1013</td>
<td>1</td>
<td>$499.95</td>
<td>$499.95</td>
</tr>
<tr>
<td>Product Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Item Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vMix Control Surface</td>
<td>1</td>
<td>$1,995.00</td>
<td>$1,995.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lexar 256GB Professional 1000x UHS-II SDXC Memory Card (Class 10, UHS Speed ...)</td>
<td>1</td>
<td>$124.95</td>
<td>$124.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panasonic AG-DVX200 4K Handheld Camcorder with Four Thirds Sensor and ...</td>
<td>1</td>
<td>$4,195.00</td>
<td>$4,195.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panasonic AG-MC200G Super-Directional Camera Mountable Shotgun Microphone</td>
<td>1</td>
<td>$325.00</td>
<td>$325.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>Price</td>
<td>Item Total</td>
<td>Notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------------</td>
<td>---------</td>
<td>-------------</td>
<td>---------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shure Rack Tray For BLX4/BLX88/GLXD4/PG4/PG88</td>
<td>$28.39</td>
<td>$113.56</td>
<td>Free Shipping (USA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shure BLX288/PG58 Dual-Transmitter Handheld Wireless System with 2 PG58 ...</td>
<td>$549.00</td>
<td>$2,196.00</td>
<td>Free Shipping (USA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sony Alpha a7R II Mirrorless Digital Camera (Body Only)</td>
<td>$3,198.00</td>
<td>$3,198.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rode VideoMic Pro with Rycote Lyre Shockmount</td>
<td>$0.00</td>
<td>$0.00</td>
<td>Total Savings: $229.00 Bundle Total: $3,198.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miller SOLO DV10 Carbon Fiber Tripod System</td>
<td>$1,465.29</td>
<td>$1,465.29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miller 311 Solo Carbon Fiber Monopod</td>
<td>$0.00</td>
<td>$0.00</td>
<td>Total Savings: $175.96 Bundle Total: $1,465.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Description</td>
<td>Quantity</td>
<td>Price</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORCA Shoulder Video Bag (OR-8)</td>
<td>1</td>
<td>$239.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORCA Hard Shell Accessories Bag (Small, Black)</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORCA OR-82 Backpack for 15&quot; Laptop / 10&quot; Tablet (Black)</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Savings:** $223.00  **Bundle Total:** $239.00

**Helpful Links**
- Shipping Information
- Our Return Policy
- Your Privacy and Security
- Setup a B&H Tax Exempt Account

**Sub Total:** $25,042.63  **Sales Tax:** Calculate In Shopping Cart  **Shipping:** Calculate In Shopping Cart  **Order Total:** $25,042.63
Erika Storlie, Deputy City Manager / Administrative Services Director

Anderson Castilho, City of Evanston Broadcast Operations on behalf of Evanston/Skokie District 65

PEG Fund Distribution Request for Purchase of Broadcast Equipment for District 65

December 20, 2016

Evanston/Skokie School District 65 would like to initiate the purchase to upgrade broadcast equipment. This is being done in an ongoing effort to improve the quality of video production and enhance services provided to the Evanston/Skokie community. District 65 uses this broadcast equipment to provide live and on-demand coverage of several Board of Education meetings per month.

The proposed expenditures would include both equipment and technical services for installation. Funds used for the purchases would be provided through the Evanston City Council’s approval of expenditure of Public, Education, and Government (PEG) funds.

The following is a list of equipment and services that are needed:

<table>
<thead>
<tr>
<th>QTTY</th>
<th>ITEM</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>PTZ HD-SDI Camera (parts and labor)</td>
<td>$21,773.00</td>
</tr>
<tr>
<td>1</td>
<td>Teradek Cube 505 Streaming Encoder</td>
<td>$1,090.00</td>
</tr>
<tr>
<td>1</td>
<td>Shure BLX14/CVL Lavaliere</td>
<td>$299.00</td>
</tr>
<tr>
<td></td>
<td><strong>ESTIMATED TOTAL:</strong> $23,162.00</td>
<td></td>
</tr>
</tbody>
</table>

Estimated costs including equipment and labor: $23,162.00
To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee  

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

Subject: Pre-qualification of Contractors for Cured-In-Place Pipe (CIPP)  
Rehabilitation of Sewers Mains (RFQ No. 16-67)  

Date: November 29, 2016  

Recommended Action:  
Staff recommends approval of 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 (2017, 2018 and 2019): Hoerr Construction, Inc. (1601 W. Luthy Dr, Peoria, IL), Insituform Technologies, USA, Inc. (17988 Edison Ave., Chesterfield, MO), Kenny Construction Company (2215 Sanders Rd., Northbrook, IL), SAK Construction, LLC. (864 Hoff Rd., O’Fallon MO), and Visu-Sewer, Inc. (W230 N4855 Betker Drive, Pewaukee, WI).  

Funding Source:  
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.  

Livability Benefits:  
Built Environment: Manage water resources responsibly; enhance public spaces.  
Reduce environmental impact: Reduce material waste; Improve energy and water efficiency.  
Economy and Jobs: Develop workforce (through City or State DBE programs)  
Health and Safety: Enhance resiliency to natural and human hazards  

Summary:  
The City of Evanston has used the CIPP process to rehabilitate sewers in Evanston since 1987. In the late 1990s, Evanston developed a pre-qualification requirement to ensure that the contractors performing the CIPP sewer rehabilitation work in Evanston would be able to successfully complete the work. Each pre-qualification period is valid for 3 years. Contractors must demonstrate that the product they intend to use meets
specific minimum requirements, that they are trained and approved to install the product, and that they have a minimum amount of experience installing the product.

RFQ 16-67 was advertised in the Chicago Tribune on September 29, 2016. Statements of qualifications were submitted by five contractors as listed in the table below.

Contractor Information:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>1601 W. Luthy Dr., Peoria, IL 61615</td>
</tr>
<tr>
<td>Insituform Technologies USA, Inc.</td>
<td>17988 Edison Ave, Chesterfield, MO 63005</td>
</tr>
<tr>
<td>Kenny Construction Company</td>
<td>2215 Sanders Rd., Suite 400, Northbrook, IL 60062</td>
</tr>
<tr>
<td>SAK Construction, LLC</td>
<td>864 Hoff Rd., O’Fallon, MO 63366</td>
</tr>
<tr>
<td>Visu-Sewer, Inc.</td>
<td>W230 N4855 Betker Dr., Pewaukee, WI 53072</td>
</tr>
</tbody>
</table>

Please refer to Attachment A to review a summary of the qualifications that were submitted in response to this RFQ. All five contractors have been previously prequalified by the City and have been successful low bidders on previous City CIPP sewer rehabilitation projects. All City CIPP projects by these contractors have been successfully completed.

Two common procedures are used for installation and curing of the CIPP liner; hot water or steam. When carried out properly, each method is acceptable to the City, and requires different equipment and experience from the contractor. In addition, the installation of large-diameter liners requires particular expertise. A summary of the installation/curing method and size range that each contractor has submitted qualifications for is summarized in the table below.

Contractor Pre-Qualification Curing Method / Liner Diameter:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Hot Water/ Small Dia</th>
<th>Hot Water/ Large Dia</th>
<th>Steam / Small Dia</th>
<th>Steam / Large Dia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Insituform Technologies USA, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Kenny Construction Company</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>SAK Construction, LLC</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Visu-Sewer, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Attachments:
Attachment A – Summary of Qualifications
## ATTACHMENT A

**Prequalification of Contractors for Cured-In-Place-Pipe (CIPP) Rehabilitation of Sewer Mains (RFQ 16-67)**

**SUMMARY OF QUALIFICATIONS**

<table>
<thead>
<tr>
<th>COMPANY NAME / ADDRESS</th>
<th>FELT TUBE APPROVAL</th>
<th>RESIN APPROVAL</th>
<th>CONTRACTOR ENDORSED TO INSTALL</th>
<th>INSTALLATION AND TAPPING PROCEDURES PROVIDED</th>
<th>CONTRACTOR EXCEEDS EXPERIENCE REQUIREMENT</th>
<th>PROVIDED REQUIRED FORMS</th>
<th>PROVIDED DISCLOSURE OF OWNERSHIP</th>
<th>EXCEPTIONS TO PROF AGREEMENT</th>
<th>HOT WATER CURING QUALIFIED</th>
<th>STEAM CURING QUALIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoerr Construction, Inc.&lt;br&gt;1601 W. Luthy Dr., Peoria, IL 61615</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NONE</td>
<td>NO</td>
<td>ANY DIA</td>
</tr>
<tr>
<td>Insituform Technologies USA, Inc.&lt;br&gt;17988 Edison Ave, Chesterfield, MO 63005</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NONE</td>
<td>ANY DIA</td>
<td>ANY DIA</td>
</tr>
<tr>
<td>Kenny Construction Company&lt;br&gt;2215 Sanders Rd., Suite 400, Northbrook, IL 60062</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NONE</td>
<td>ANY DIA</td>
<td>NO</td>
</tr>
<tr>
<td>SAK Construction, LLC&lt;br&gt;864 Hoff Rd., O'Fallon MO 63366</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NONE</td>
<td>ANY DIA</td>
<td>ANY DIA</td>
</tr>
<tr>
<td>Visu-Sewer, Inc.&lt;br&gt;W230 N4855 Betker Dr., Pewaukee, WI 53072</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NONE</td>
<td>ANY DIA</td>
<td>LESS THAN 36&quot; DIA</td>
</tr>
</tbody>
</table>
Memorandum

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

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

Subject: Emerson Street Traffic Signals Modernization Project (RFP 16-73) Engineering Services Contract

Date: December 28, 2016

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute a contract to provide design engineering services for the Emerson Street Traffic Signal Modernization Project with Terra Engineering, Ltd. (225 West Ohio Street, 4th Floor Chicago, IL 60654) in the amount of $86,100.00.

Funding Source:
Funding will be provided from funds transferred to the CIP Fund as part of Ordinance 45-O-7 from the developer of the Planned Unit Development Located 1890 Maple Avenue and 1881 Oak Avenue (Account 415.40.4217.62145 – 417016). This project is budgeted at $150,000 in FY 2017.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Health & Safety: Improve emergency prevention and response

Background:
Emerson Street is an arterial street adjacent to residential and commercial areas and is under the jurisdiction of the City of Evanston. The roadway system is multi-modal in nature with considerable pedestrian, bicycle, and transit services activity, and Emerson Street is a designated truck route. Because of the age of the existing traffic signal infrastructure, staff is unable to locate replacement parts for the controllers, which experience significant maintenance issues. Traffic volume on Emerson Street east of Green Bay Road will increase with the completion of the currently ongoing Emerson/Ridge/Green Bay intersection and Green Bay Road corridor improvement...
The project involves signal modernization and fiber interconnection of three signals at Emerson Street/Maple Avenue, Emerson Street/Elgin Road, and Elgin Road/Benson Avenue. It also involves signal modernization of one signal at Emerson Street/Dodge Avenue and eventually coordination with the signals on Emerson Street at Ridge Avenue, Green Bay Road and Asbury Avenue. A location map is attached for reference.

The project will include the replacement of outdated controllers, new mast arm poles, traffic signal equipment, installation of loop detectors and fiber optic interconnect system and LED signal heads per IDOT standards and the addition of traffic signal emergency vehicle preemption devices. Pedestrian countdown signals, including audible pedestrian signals, will also be added at the intersections to improve the safety of pedestrians. The existing on-street parking will be maintained. Phase I and Phase II Engineering will be funded through the City’s capital improvement funds, and staff will seek federal Congestion Mitigation & Air Quality funding for construction.

The scope of work for this project includes data collection; traffic capacity analysis and simulation; submittal for CMAQ construction funding by mid February 2017, recommendation of options to address needs of all users; obtaining Phase I Design Approval from IDOT by May 2017; coordinating with stakeholders including property owners abutting the project and known private utilities (such as ComEd, Nicor, AT&T); and preparing construction plans, specifications and cost estimates.

Analysis:
On November 10, 2016, the City issued a Request for Proposal (RFP) for the above consultant services. The RFP was advertised on Demandstar and in the Pioneer Press. A non-mandatory pre-proposal meeting was held on November 17, 2016. On December 6, 2016, eight proposals were received from the following consulting firms:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Address</th>
<th>Proposal Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accurate Group</td>
<td>101 Schelter Road, Suite B200, Lincolnshire, IL 60069</td>
<td>$126,108.30</td>
</tr>
<tr>
<td>Christopher Burke Engineering</td>
<td>9575 W. Higgins Road, Suite 600, Rosemont, IL 60018</td>
<td>$116,449.62</td>
</tr>
<tr>
<td>Civiltech Engineering, Inc.</td>
<td>Two Pierce Place, Suite 1400, Itasca, IL 60143</td>
<td>$161,872.03</td>
</tr>
<tr>
<td>Hampton, Lenzini &amp; Renwick, Inc.</td>
<td>380 Shepard Drive, Elgin, IL 60123</td>
<td>$134,987.38</td>
</tr>
<tr>
<td>Terra Engineering, Ltd.</td>
<td>225 West Ohio Street, 4th Floor, Chicago, IL 60654</td>
<td>$86,100.00</td>
</tr>
<tr>
<td>Thomas Engineering Group</td>
<td>55 West 22nd Street, Suite 300, Lombard, IL 60148</td>
<td>$135,969.33</td>
</tr>
<tr>
<td>T.Y. Lin International, Inc.</td>
<td>200 South Wacker Dr., Suite 1400, Chicago, IL 60606</td>
<td>$203,190.54</td>
</tr>
<tr>
<td>Sam Schwartz Engineering</td>
<td>1000 W. Irving Park Rd., Suite 130, Itasca, IL 60143</td>
<td>$204,242.00</td>
</tr>
</tbody>
</table>
A selection committee consisting of the following members reviewed the proposals and scored the firms for project selection:

- Lara Biggs – Bureau Chief Capital Planning & Engineering/ City Engineer
- Rajeev Dahal – Senior Project Manager, Transportation
- Sat Nagar, P.E. – Senior Project Manager, Streets & Right-of-Way
- Tom Twigg - Traffic Operations Supervisor
- JacQuera Calvert – Purchasing Specialist

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

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Relevant Qualifications</th>
<th>Staff Relevant Qualifications</th>
<th>Price</th>
<th>Project Approach</th>
<th>Organization and Completeness of Proposal</th>
<th>M/W/EBE</th>
<th>Willingness to Execute Agreement</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terra Engineering</td>
<td>10</td>
<td>13</td>
<td>20</td>
<td>24</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>96</td>
</tr>
<tr>
<td>Christopher Burke Engineering</td>
<td>10</td>
<td>14</td>
<td>17</td>
<td>22</td>
<td>10</td>
<td>8</td>
<td>10</td>
<td>91</td>
</tr>
<tr>
<td>Civiltech Engineering</td>
<td>10</td>
<td>13</td>
<td>13</td>
<td>23</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>88</td>
</tr>
<tr>
<td>Thomas Engineering Group</td>
<td>10</td>
<td>13</td>
<td>15</td>
<td>20</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>87</td>
</tr>
<tr>
<td>Hampton, Lenzini &amp; Renwick</td>
<td>9</td>
<td>11</td>
<td>15</td>
<td>22</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>87</td>
</tr>
<tr>
<td>T.Y. Lin International</td>
<td>9</td>
<td>13</td>
<td>9</td>
<td>21</td>
<td>8</td>
<td>10</td>
<td>10</td>
<td>80</td>
</tr>
<tr>
<td>Sam Schwartz Engineering</td>
<td>8</td>
<td>11</td>
<td>9</td>
<td>20</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>77</td>
</tr>
<tr>
<td>Accurate Group</td>
<td>5</td>
<td>10</td>
<td>16</td>
<td>17</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>77</td>
</tr>
</tbody>
</table>

Terra Engineering was selected as the best candidate to provide the specified engineering services. They demonstrated the best understanding of the project issues. They also have experience working with the City of Evanston and IDOT, and their work has been satisfactory on previous projects. Terra Engineering is proposing to comply with the City’s M/W/EBE goals. A memo reviewing their compliance is attached.
Attachments:
Project Location Map
M/W/EBE Participation Review Memo
To: David Stoneback, Public Work Agency Director  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Rajeev Dahal, Senior Project Manager - Transportation  

From: Tammi Nunez, Purchasing Manager  

Subject: Emerson Street Traffic Signals Modernization Project, RFP 16-73  

Date: January 9, 2017

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 recommendation for the Emerson Street Traffic Signals Modernization Project, RFP 16-73, Terra Engineering’s total base bid is $86,100.00, and they will receive 89.5% 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>Terra Engineering Ltd.</td>
<td>Engineering Services</td>
<td>$77,100.00</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>225 W. Ohio Street, 4th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60654</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$77,100.00</td>
<td>89.5%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

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

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

Subject: Design/Build Services for Penny Park Renovation Project (RFP 16-14) Change Order No. 2

Date: January 9, 2017

Recommended Action:
Staff recommends City Council authorize the City Manager to approve Change Order No. 2 to the agreement for the Design/Build Services for the Penny Park Renovation Project (RFP 16-14) with Elanar Construction Company (6620 W. Belmont Avenue, Chicago, Illinois 60634). This change order provides a 128-day time extension, modifying the project’s completion date from December 23, 2016 to April 30, 2017. There is no cost associated with this change order.

Funding Source:
No additional funding is needed at this time. Funding for this project is provided from the Capital Improvement Program (CIP) 2016 General Obligation Bonds (Account 415.40.4116.65515 – 516007). This project was budgeted at $500,000 in FY 2016.

Livability Benefits:
Built Environment: Enhance public spaces
Health & Safety: Promote healthy, active lifestyles

Background Information:
The City Council awarded the original contract for the Penny Park Renovation project to Elanar Construction on May 9, 2016. Change Order No. 1 was approved by staff on December 5, 2016, and was related to field modifications of the drinking fountain water service, acceptance of alternate design items requested by the public, modification of the drinking fountain model selected and substitution of playground posts material. Change Order No. 1 resulted in a $10,101.50 credit to the contract which was added to the construction allowance but did not modify the schedule.
Analysis:
Elanar is currently in the process of reconstructing the Penny Park playground. The project was originally scheduled for completion on December 23, 2016 but, due to several factors including unanticipated and unsuitable subsoil conditions, winter weather, and material procurement delays, the contractor is unable to complete the work within the original schedule. Elanar Construction has requested a contract extension until April 30, 2017 to complete the project and staff believes that, given current winter conditions, this request is acceptable. There is no cost modification included in this change order request. Therefore, staff recommends approval of Change Order No. 2 for a time extension of 128 days to extend Elanar Construction’s contract from December 23, 2016 until April 30, 2017.

Legislative History:
On May 9, 2016, City Council awarded the Design/Build Services for the Penny Park Renovation Project to Elanar Construction

Attachments:
Change Order No. 2
CITY OF EVANSTON
CHANGE ORDER

Order No. 002
Date: 01/09/2017
Agreement Date: 05/27/2016

PROJECT: Penny Park Renovations, RFP #16-14
OWNER: City of Evanston
CONTRACTOR: Elanar Construction Corporation

The following changes are hereby made to the AGREEMENT:
1. Extend completion deadline 128 calendar days from December 23, 2017 to April 30, 2017.

Change to CONTRACT PRICE: $0.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original BASE CONTRACT PRICE:</td>
<td>$462,080.00</td>
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<tr>
<td>Original CONSTRUCTION ALLOWANCE</td>
<td>$16,320.00</td>
</tr>
<tr>
<td>Original TOTAL CONTRACT PRICE:</td>
<td>$478,400.00</td>
</tr>
<tr>
<td>Current CONTRACT PRICE adjusted by previous CHANGE ORDERS</td>
<td>$478,400.00</td>
</tr>
<tr>
<td>Total change in CONTRACT PRICE for this CHANGE ORDER</td>
<td>$0.00</td>
</tr>
<tr>
<td>The CONTRACT PRICE including this CHANGE ORDER will be</td>
<td>$478,400.00</td>
</tr>
</tbody>
</table>

Change to CONSTRUCTION ALLOWANCE $0.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original CONSTRUCTION ALLOWANCE</td>
<td>$16,320.00</td>
</tr>
<tr>
<td>Current CONSTRUCTION ALLOWANCE</td>
<td>$26,421.50</td>
</tr>
<tr>
<td>This CHANGE CONSTRUCTION ALLOWANCE balance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Original Date for Contract Completion</td>
<td>12/23/2016</td>
</tr>
<tr>
<td>Time Extension (in calendar days)</td>
<td>128 days</td>
</tr>
<tr>
<td>Modified Date for Contract Completion</td>
<td>04/30/2017</td>
</tr>
</tbody>
</table>

Approved by (Owner): City of Evanston

Accepted by (Contractor): [Elanar Construction Corporation]
December 15, 2016

Ms. Stefanie Levine
City of Evanston
2100 Ridge Ave.
Evanston, IL  60201

Rd:   Penny Park Renovations, RFP# 16-14

Dear Ms. Levine:

This letter is to inform you that we will not meet our contract substantial completion date of December 23, 2016. Elanar Construction is requesting an extension of this date to allow us the time to complete this project in the manner that is required.

First I would like to say that Elanar Construction Company (ECC) has the best interests of the City of Evanston and their citizens in mind. ECC is making a considerable effort to complete this project within the specified time frame. ECC did not knowingly delay this project, nor did Elanar abandon this project at any time during the construction period. We feel we are constructing the park in the most expedient manner allowed. Our intention is to provide your community with a finished park that met, if not exceeded, their expectations.

There are certainly circumstances that led to our failure of meeting the substantial completion date. Several of the major contributing factors that hampered our progress, first major setback was that the telephone poles that were originally used in the construction of the park contained arsenic. Due to this we had to provide a suggested alternate product, which we did and submitted for approval. The approved timbers were not immediately available and this set up back 2 weeks. While waiting on the arrival of the timbers, we did proceed with constructing elements of the park we were able to. Once the upright timbers arrived we did encounter an unusually heavy amount of rain over the following 2 weeks. With the site being primarily dirt and no drainage, we were unable to start proper layout and installation of the upright timbers.

Another scheduling setback is the condition of the subsoil encountered on this site. Initially we did run into some random elements of urban fill. This set us back days, but the recent urban fill uncovered the week of November 14 is more reason for our delay. The urban fill encountered in the central area of the park is exorbitant. We must remove and fill over 100 cubic yards of buried material. This added work to our already burdened schedule is what requires this request.
With the notorious Chicago winter upon us we are most likely not going to have the weather necessary to perform the work we need to. Therefor we are asking for an extended period and to extend our contract. Not knowing what the winter and spring will entail we ask that we be granted an extension of time until April 30th, 2017 for substantial completion. Currently we are working on securing a tent to cover the structure to allow us to work in the winter conditions. While a tent will allow us to work on the play structure, it will not provide an environment for concrete installation and additional areas where we will need to penetrate the ground. Therefore, an earlier completion date is unlikely attainable.

In closing I would like to say that at no time did we intend to disregard the City or this project. We are confident that the City and their residents will have a park they can enjoy for another 25 years. Yes, it is unfortunate we could not meet the stated substantial completion date. Please take these circumstances into consideration and allow us the additional time we require to finish the Penny Park Renovation.

I greatly appreciate your consideration.

Sincerely,

Ross Burns
Elanar Construction
Memorandum

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

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

Subject: Main Street Corridor Improvement Project (RFP 16-47)

Date: December 19, 2016

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an agreement with Stanley Consultants, Inc. (8501 W. Higgins Road, Suite 730, Chicago IL 60631) in the amount of $170,868.00 to provide engineering design services for the Main Street Corridor Improvement Project between the west City limits and Dodge Avenue.

Funding Source:
Funding will be provided from CIP Fund 2017 GO Bonds (Account 415.40.4117.62145 – 416535). This project is budgeted at an additional $175,000 in FY 2017 to complete the engineering design services. $75,000 was budgeted in FY 2016 utilizing 2016 GO Bonds for the initial contract.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Health & Safety: Improve emergency prevention and response

Background:
The Main Street Corridor Improvement Project includes the area of Main Street from the west city limits to Dodge Avenue. The overall improvement is being split into two phases. Phase I improvements, the western segment from west city limits to Pitner Avenue, is planned to be improved first. Phase II improvements from Pitner Avenue to Dodge Avenue will follow in future years. A project location map is attached for reference.
On August 15, 2016, the City Council awarded the initial preliminary design engineering services for the Main Street Corridor Improvement Project to Stanley Consultants. Due to budget limitations in FY 2016, the scope of design services was limited to topographic survey, data collection, preliminary analysis and some stakeholder meetings. However, the original Request for Proposal (RFP 16-47) evaluated and selected Stanley Consultants as the recommended engineer on the basis of their ability to provide engineering services for planning, design and construction of the project.

Analysis:
With approval of additional CIP funds for 2017, staff recommends awarding the engineering design services to Stanley Consultants as a new contract. These new services include completing the concept plans and preliminary engineering, geotechnical & soils analysis, public meetings, and completion of engineering plans for construction for the Phase I section, Main Street from McDaniel Avenue to Pitner Avenue. The Phase II section, Pitner Avenue to Dodge Avenue, is not being considered for design and construction at this time, but the concept planning is included so that issues affecting the entire corridor (such as pedestrian / bike access and corridor traffic flow) can be appropriately addressed in the Phase I area.

To date, Stanley Consultants has provided satisfactory work on this project. Upon successful completion of the engineering design services, staff will also consider recommending the award of the construction engineering services to Stanley Consultants.

Stanley Consultants is proposing to comply with the City’s M/W/EBE goals. A memo reviewing their compliance is attached.

Legislative History:
On August 15, 2016, the City Council authorized the City Manager to sign the initial contract with Stanley Consultants for $75,000.

Attachments:
Project Location Map
M/W/EBE Participation Review Memo
To: David Stoneback, Chief of Public Works Agency  
Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
Rajeev Dahal, Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: RFP 16-47, Main Street Corridor Improvement Project (Revised)

Date: January 9, 2017

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 has established a 25% M/W/EBE subcontracting participation goal for general contractors.

With regard for the Main Street Corridor Improvement Project, RFP 16-47 in the original base bid amount of $245,868.00 (includes FY 2017 recommendation for $170,868.00; and prior FY 2016 $75,000 award), the primary contractor Stanley Consultants Inc. has subcontracted the following:

<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>Vested Strategies 2030 Orrington Avenue Evanston, IL 60201</td>
<td>Consulting Strategy</td>
<td>$13,425.00</td>
<td>5.5%</td>
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<tr>
<td>Environmental Design 33 West Monroe Chicago, IL 60603</td>
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<td>AES Services, Inc. 111 S. Wacker Drive Chicago, IL 60606</td>
<td>Transportation</td>
<td>$5,584.00</td>
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</tr>
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<td>Rubino Engineering Inc. 665 Tollgate Road Elgin, IL 60123</td>
<td>Site Assessment</td>
<td>$11,178.00</td>
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<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$77,800.84</strong></td>
<td><strong>31.8%</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Martin Lyons, Assistant City Manager/CFO
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Paul D'Agostino, Environmental Services Bureau Chief

Subject: SWANCC (Solid Waste Agency of Northern Cook County) Disposal Fees for FY 2017

Date: December 29, 2016

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an extension of the intergovernmental agreement for 2017 refuse disposal fees to SWANCC (Solid Waste Agency of Northern Cook County) in the not to exceed amount of $750,000 for operations and maintenance transfer fees. Tipping fees on a per-ton basis for 2017 have been increased by approximately 1.5% from 2016 rates. The City’s 2016 monthly base rate for disposal tipping fees was $58,818.62 for most of 2016. With the 1.5% increase, the new monthly tipping fee is estimated to increase to $59,700.00, and will hold at this rate for the majority of 2017.

Funding Source:
Funding will be provided by the Solid Waste Fund Account 520.40.4310.62405, which has a budget of $750,000 for FY2017.

Livability Benefits:
Built Environment: Provide People-Friendly Streets, Buildings, Parks, and Neighborhoods: Enhance public spaces
Climate & Energy: Reduce environmental impact: Reduce material waste.

Summary:
In 1992, the City of Evanston entered into an intergovernmental agreement with twenty five (25) north and northwest suburban Cook County municipalities creating SWANCC to provide an efficient and environmentally sound municipal waste disposal system. Under this use agreement, the City is required to make certain payments to SWANCC for operations, maintenance and disposal costs for the collection, transportation and disposal of municipal waste generated within the City of Evanston. The City also has changed our disposal methods for all recycling material collected by disposing of it
directly to the Groot facility in Elk Grove Village rather than at the SWANCC facility in Glenview. This change has eliminated the extra $30,000 that was paid in previous years for recycling fees.

Each member’s allocable share of Operation and Maintenance (O&M) costs is calculated by dividing the amount of waste the member actually delivered by the total amount of waste the Agency received.

The contract requires the City take its residential waste from single family homes to SWANCC. As a result, the City pays the cost of the residential refuse collected by Groot, under the municipal solid waste contract, as well as the waste collected by City employees in parks, business districts, during special pick-ups and bulk trash collections. If the City generates more or less waste than what was estimated, SWANCC will provide the City with a credit or debit. Staff used the previous year’s numbers to estimate the annual costs for this fiscal year. Staff’s estimate and the higher garbage volumes have resulted in a modest increase for the past two years, with an estimated $2,000.00 increase in the 2017 “true-up” costs.
Memorandum

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

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

Subject: Resolution 74-R-16 Authorizing Construction on Illinois State Highways for Years 2017 and 2018

Date: December 22, 2016

Recommended Action:
Staff recommends City Council adopt Resolution 74-R-16 Authorizing Construction on Illinois State Highways for Years 2017 and 2018.

Funding Source:
No City funding is required for this resolution

Livability Benefits:
Built Environment: Enhance public spaces

Summary:
In order to complete improvements on state highways within the City of Evanston, a permit must be obtained by the City from the Illinois Department of Transportation (IDOT). In order to expedite paperwork associated with the permits, a resolution is needed agreeing that the City will abide by standards set forth by the State of Illinois, and that the State of Illinois is not liable for work that is implemented by City employees. Although permits will still be required, work performed by workers of the municipality will not require a separate surety bond for each permit application. This exemption would not apply to contractors hired by the City. It would be valid for 2017 and 2018.

Attachments:
Resolution 74-R-16
74-R-16

A RESOLUTION

Authorizing Construction on Illinois State Highways for the Years 2017 and 2018

WHEREAS, the City of Evanston (the “City”) located in the County of Cook, State of Illinois, desires to undertake, in the years 2017 and 2018, the location, construction, operation and maintenance of driveways and street returns, watermain, sanitary and storm sewers, street light, sidewalk, landscaping, etc., on State highways, within the City, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois (the “Department”); and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the City or by a private person of firm under contract and supervision of the City,

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

SECTION 1: The City hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.
SECTION 2: That all authorized officials of the City are hereby instructed and authorized to sign said working permit on behalf of the City.

SECTION 3: That this Resolution 74-R-16 shall be in full force and effect from and after its passage and approval in the manner provided by law.

____________________________
Elizabeth B. Tisdahl, Mayor

Attest:

____________________________
Rodney Greene, City Clerk

Adopted: ________________, 2016
For City Council meeting of January 9, 2017
Resolution 4-R-17: Easement Agreement with Carl Lemaine
For Action

Memorandum

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

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

Subject: Resolution, 4-R-17, Easement for a Fence at 822 Colfax Street

Date: December 22, 2016

Recommended Action:
Staff recommends City Council adopt Resolution 4-R-17, authorizing the City Manager
to grant an Easement for a fence at 822 Colfax Street. The easement would be granted
for a 20 year period.

Funding Source:
No City funding is required for this fence installation. The property owner, Carl
Lemaine, will fund the project and will be assessed a one-time easement fee of
$5,073.87.

Livability Benefits:
Built Environment: Enhance public spaces

Summary:
The property owner, Carl Lemaine, approached the City requesting to purchase
property for the purpose of installing a fence. City staff is not recommending the sale of
the property because there is a water main running parallel to the proposed fence under
the adjacent sidewalk, and it is possible that a section of fence would be damaged or
removed if the water main needed a repair. Therefore, staff is recommending an
easement be granted for the installation of the fence. This easement specifically limits
the City’s liability for damage to the fence related to the water main.

The proposed easement agreement is between the City and Carl Lemaine. As depicted
in this agreement, the size of the easement area is 308 square feet. The cost of the
easement on City right of way is proposed to be established at $0.678 per square foot in
2016 and increase 2% per year throughout the term of the easement. A table with the
easement calculation is attached. Mr. Lemaine will be assessed the total easement fee for the 20-year period at the time the easement agreement is executed.

Attachments:
Resolution 4-R-17
Easement Agreement
Plat of Easement with Legal Description
Easement Calculation
A RESOLUTION

Authorizing the City Manager to Grant an Easement for a Fence at 822 Colfax Street

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

SECTION 1: The City Manager is hereby authorized and directed to sign an Easement Agreement (the “Agreement”) by and between the City of Evanston and Carl Lemaine, an individual, for the City to grant an easement for the installation, future maintenance and repair of a fence to be placed along the west side of Noyes Court, abutting the residential property at 822 Colfax Street owned by the requestor, Carl Lemaine. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that he deems to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.
Attest:

______________________________
Elizabeth B. Tisdahl, Mayor

______________________________
Rodney Greene, City Clerk

Adopted: ______________________, 2017
EXHIBIT 1

EASEMENT AGREEMENT
Upon recording return to:
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201
Attn: Michelle L. Masoncup

[Recording area only]

EASEMENT AGREEMENT

This Easement Agreement is entered into this ___ day of ________, 2017, by and between the City of Evanston, an Illinois Home Rule Municipal Corporation (“Grantor”), and Carl J. Lemaine, an individual (“Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of real property used for public sidewalk adjacent to Asbury Avenue and Grantor owns a segment of property that abuts the public sidewalk to the west (“Subject Property”), and

WHEREAS, the Grantee owns the residential home with common address of 822 Colfax (P.I.N. 11-07-115-001-0000) (“Grantee’s Property”), which abuts the Subject Property; and

WHEREAS, Grantee seeks to install a fence on Grantor’s property for the benefit of the Grantee’s Property as depicted in Exhibit A, Plat of Easement; and

WHEREAS, Grantor has no use of the 3.5’ strip of land and agrees to provide Grantee an easement to install the fence as outlined in this Agreement,

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the parties agree that:

1. The foregoing of Recitals are hereby incorporated herein and made part if hereof.

2. The Grantor hereby grants to the Grantee an exclusive easement on the Subject Property for twenty (20) years (“Easement Term”).

3. The Easement Premises shall run the entire north – south direction of Noyes Court, and the limits are from the east property line of 822 Colflax extending an additional 3.5 feet
to the east, as legally described on the Plat of Easement attached as Exhibit A. The Easement is 88 feet in length and 3.5 feet wide, for a total easement area of 308 square feet.

4. The total easement fee for the 20-year term is $5,073.87, which is based on the easement area size and the Easement Term. This easement fee is payable at the time of execution of this Agreement.

5. The grant of easement shall be subject to the conditions that:

   a. Grantee cannot expand the scope of the Easement Premises without written consent of the Grantor.

   b. If the Easement Premises need to be accessed and disturbed for any Grantor operational issue and Grantor cannot reasonably address the issue presented without disturbing the Easement Premises, the City is entitled to remove the fence temporarily. Grantor is not liable to the Grantee for any damage to the fence. Any re-installation of the existing fence or a new fence must be performed at Grantee’s expense. Specifically, Grantee acknowledges that a Grantee owned water main is located in close proximity to the Easement Area. Any water main breaks or repair will result in fence removal to allow City of Evanston crews access to perform the necessary work to the water main.

   c. Grantee agrees to perform all necessary maintenance and repair to the fence throughout the Easement Term and if applicable, during the renewal easement term.

8. Indemnification. Grantee will hold harmless, indemnify and defend Grantor, its lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns, against any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits liens, causes of actions and judgments (including, but not limited to reasonable attorney’s fees) arising out of, or in any way related to, or in connection with, or as a result or consequence of this easement and/or use of the Easement Premises or Grantee’s acts or omissions under this easement agreement, to the extent of Grantee’s willful or negligent exercise of rights and privileges granted by this easement agreement. The Grantee’s obligations in this section shall survive any termination or expiration of this easement agreement.

9. Release. Grantee shall enter upon the Easement Premises and conduct Grantee’s Work at its sole risk, cost and expense. Grantee hereby waives and relinquishes any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits, liens, causes of actions and judgments related to the subject matter of this easement agreement now or hereafter arising in Grantee or any of its employees’, contractors’ or agents’ favor occasioned by, directly or indirectly, the conditions of the Grantor’s Subject Property and
the Easement Premises or any improvements thereon or any other facts or occurrences with respect to Grantee’s conduct under this easement agreement, other than willful or negligent acts of Grantor. The Grantee’s obligations in this section shall survive any termination or expiration of this easement agreement.

10. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this agreement shall be of no force and effect, and modifications to this agreement shall be in writing and shall be signed by all parties to this agreement.

11. This Agreement for an easement shall constitute a covenant running with the land binding upon the Grantors and any of the Grantors’ lessees, transferees, successors in interest, heirs, executors, and administrators.

12. The laws of the State of Illinois shall govern the terms of this agreement both as to interpretation and performance and any action brought to enforce the agreement shall be brought in the Circuit Court of Cook County.

13. This Agreement shall be recorded by the Grantee with the Cook County Recorder of Deeds notifying all future purchasers and other interested parties.

IN WITNESS THEREOF, this agreement is made the date signed by the City.

City of Evanston  Carl J. Lemaine
By:_________________________    By: _________________________
Wally Bobkiewicz, City Manager  Print: _________________________
EXHIBIT A

PLAT OF EASEMENT
**Easement Calculation**

12/16/16

Property Address/Owner = 822 Colfax

Length of Easement = 20 yrs
Easement Length = 88 ft
Easement Width = 3.5 ft
Easement Area = 308 sq ft

<table>
<thead>
<tr>
<th>Year</th>
<th>rate/SF</th>
<th>Year</th>
<th>SF</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>0.678</td>
<td>1</td>
<td>308</td>
<td>$208.82</td>
</tr>
<tr>
<td>2018</td>
<td>0.692</td>
<td>2</td>
<td>308</td>
<td>$213.00</td>
</tr>
<tr>
<td>2019</td>
<td>0.705</td>
<td>3</td>
<td>308</td>
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<tr>
<td>2020</td>
<td>0.719</td>
<td>4</td>
<td>308</td>
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<tr>
<td>2021</td>
<td>0.734</td>
<td>5</td>
<td>308</td>
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<tr>
<td>2022</td>
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<td>6</td>
<td>308</td>
<td>$230.56</td>
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<td>9</td>
<td>308</td>
<td>$244.67</td>
</tr>
<tr>
<td>2026</td>
<td>0.810</td>
<td>10</td>
<td>308</td>
<td>$249.56</td>
</tr>
<tr>
<td>2027</td>
<td>0.826</td>
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<tr>
<td>2028</td>
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<td>12</td>
<td>308</td>
<td>$259.65</td>
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<tr>
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<td>0.860</td>
<td>13</td>
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<tr>
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<td>14</td>
<td>308</td>
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<td>308</td>
<td>$275.54</td>
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<td>2035</td>
<td>0.968</td>
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</tr>
<tr>
<td>2036</td>
<td>0.988</td>
<td>20</td>
<td>308</td>
<td>$304.22</td>
</tr>
</tbody>
</table>

Total cost $ 5,073.87
Avg annual cost $ 253.69
Memorandum

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

From: Lawrence Hemingway, Director of Parks, Recreation & Community Services
      Karen Hawk, Assistant Director Community Services

Subject: Resolution 6-R-17, Accepting a Grant Award for the Long Term Care Ombudsman Program

Date: January 9, 2017

Recommended Action:
Staff recommends City Council adoption of Resolution 6-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate the Long Term Care Ombudsman Program for the City of Evanston.

Funding Source:
This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon amount of funds utilized from the total budget which is also subsidized by the City of Evanston’s operating budget in the form of local cash as well as local in-kind services provided by the City of Evanston. Overall budgeted expenses for the 2017 program include staffing salaries, travel, supplies, postage, telephone, training material and employee training in the amount of $165,489.00. Costs and Reimbursements are budgeted in a variety of line items in BU 100.30.3055. The amount reimbursed by AgeOptions is $53,922.00 for the period October 1, 2016 – September 30, 2017.

Livability Benefits:
Equity and Empowerment: Support quality human service programs
Education, Arts and Community: Support older adults as they age in the community

Summary:
The City of Evanston applied for and received funding for the Long Term Care Ombudsman program through Age Options. As part of the nationwide network, Age Options is authorized by the federal Older Americans Act and the Illinois Department on Aging as the Planning and Service Area for the 30 townships surrounding Chicago. The Older Americans Act Title III-B Ombudsman grant funds the Long Term Care
Ombudsman Program, which provides advocacy for residents who live in long term care facilities as well as community-wide programs and consultations for individuals requesting information regarding long term care. This grant covers a portion of the Long Term Care Ombudsman salary, travel and supplies, postage, telephone and training material costs.

Attachments
Resolution 6-R-17
Notification of Grant Award Letter
A RESOLUTION

Authorizing the City Manager to Sign Notifications of Grant Awards To Fund and Operate the City of Evanston Long Term Care Ombudsman Program

WHEREAS, the City of Evanston has made it a priority advocate for residents of long term care facilities; and

WHEREAS, the Parks, Recreation and Community Services Department (the “Department”) and Levy Senior Center strives to provide advocacy, as well as community education and consultations services for residents regarding long term care; and

WHEREAS, the Department applied to Department on Aging through the Area Agency on Aging, AgeOptions; and

WHEREAS, the Department received a grant award, worth fifty nine thousand nine hundred twenty two dollars ($53,922.00), to operate the Long Term Care Ombudsman Program; and

WHEREAS, the grant award will allow residents of long term care facilities to receive advocacy services as well as community residents to receive education and consultation regarding longer term care; and

WHEREAS, the Department plans to operate the Long Term Care Ombudsman Program in the City of Evanston.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards attached hereto as Exhibit A, incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Grant Awards as he may determine to be in the best interests of the City.

SECTION 4: This Resolution 6-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_______________________________
Rodney Greene, City Clerk

Adopted: _________________, 2017
EXHIBIT A

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

GRANTEE NAME, ADDRESS
City of Evanston
2100 RIDGE AVENUE
EVANSTON, IL 60201

Project ID: B3 OMB
Date: 12/20/2016
Type of Grant: T3B0 Ombudsman

Approved Costs for Project Period
Project Period: 10/1/2016 to 9/30/2017

a. Personnel/Fringe $149,849
b. Travel of Persons $5,000
c. Equipment & Supplies $3,500
d. Other $7,500

e. Food-Nutrition Only
f. Delivery-Nutrition Only

g. Total $165,849

Computation of Grant Award
1. Total Cost $165,849
2. Less Anticipated
   Project Income $0
3. Net Cost (estimated) $165,849
4. Nonfederal Share $111,927
   a. Local Cash $97,527
   a. NonFederal Share 67.49%
   b. Local Inkind $14,400
   b. Local Cash Share 58.80%
5. Area Agency Share $14,833
   c. Federal/State Share 32.51%
6. Long Term Provider Fund Share $10,863
7. Money Follows the Person Share $6,994
8. General Revenue Fund $21,232
9. New Obligation Awarded $53,922
10. Original Obligation: $53,922
    Date: 9/22/2016

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the
grantee provided all conditions are met.

Grantee - I have read all the conditions of this award, and agree to fully comply with all such conditions.

Name and Title __________________________ Date __________
________________________________________
Signature

Subscribed and sworn to before me this ______ day of ________________ , 20____

_____________________________ __________________________
Notary Public Signature

AgeOptions (also referred to as Area Agency on Aging)

Signature: __________________________ Date __________
Jonathan Lavin, Chief Executive Officer

NOTE: The attached Conditions of Award comply with Federal and State regulations and are an
integral component of this Notification of Grant Award.
Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
       Rickey A. Voss, Parking/Fleet Manager

Subject: Ordinance 160-O-16, Amending Title 10, Schedule IX, “Parking Prohibited at Certain Times” by Adding Parking Restrictions to a Portion of Brummel Street

Date: December 13, 2016

Recommended Action:
The Transportation/Parking Committee and staff recommend that the City Council adopt Ordinance 160-O-16 Amending City Code Section 10-11-9, Schedule IX “Parking Prohibited at Certain Times” by adding Brummel Street on the North side from Clyde Avenue on the east to the west property line at Clyde/Brummel Park from 9:00 a.m. to 9:00 p.m. during the period of April 1 to October 1.

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

Summary:
Currently the park is signed prohibiting parking from 9:00 a.m. to 9:00 p.m., April 1 to December 1 and is not officially noted in the code under Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 9: Schedule IX; Parking Prohibited at Certain Times. In addition, after conversation with residents and Alderman Rainey, the prohibition to December 1 could be pushed back to October 1 as the park is a Tot Lot and is not used after dark. The change would also help relieve parking issues in the fall by providing approximately 10 additional spaces for residents and officially note the change in the city code.

Attachments:
Ordinance160-O-16
AN ORDINANCE

Amending City Code Section 10-11-9, Schedule IX, “Parking Prohibited at Certain Times,” By Adding Parking Restrictions to a Portion of Brummel Street from April 1 to October 1

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

SECTION 1: Section 10-11-9, Schedule IX of the Evanston City Code of 2012, as amended, “Parking Prohibited at Certain Times,” is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>NN</th>
<th>9:00 a.m. to 9:00 p.m., daily, April 1 to October 1, on the following streets:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Brummel Street</td>
</tr>
</tbody>
</table>

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

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

SECTION 4: If any provision of this Ordinance 160-O-16 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 160-O-16 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 160-O-16 is severable.
SECTION 5:  This Ordinance 160-O-16 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2016
Adopted: _________________, 2016

Approved: ___________________, 2016

_____________________________
Elizabeth B. Tisdahl, Mayor

Attest:

_____________________________
Rodney Greene, City Clerk

Approved as to form:

_____________________________
W. Grant Farrar, Corporation Counsel
To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: W. Grant Farrar, Corporation Counsel
      Theresa Whittington, Administrative Adjudication & Liquor Licensing
      Manager

Subject: Ordinance 163-O-16, Increasing the Number of Class D Liquor Licenses
         for Spinzar, Inc. d/b/a Kabul House, 2424 Dempster Street

Date: December 13, 2016

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 163-O-16.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 163-O-16 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as
amended, to increase the number of authorized Class D liquor licenses from fifty-seven
(57) to fifty-eight (58) and permit issuance of a Class D license to Spinzar, Inc. d/b/a
Kabul House (“Company”), 2424 Dempster Street. This license will permit Company to
retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21)
years of age for consumption on the premises. Company representative Akmal Qazi
submitted application materials.

Legislative History:
At the December 5, 2016 Liquor Control Review Board meeting, Company requested
consideration of application for a Class D liquor license.

Attachments:
Ordinance 163-O-16
Application
Minutes of the December 5, 2016 Liquor Control Review Board meeting
163-O-16

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty-Seven to Fifty-Eight (Spinzar, Inc. d/b/a Kabul House, 2424 Dempster Street)

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>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>$758</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
<td></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-seven (57) to fifty-eight (58) 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 Section 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-seven (57) fifty-eight (58) 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: _________________, 2016

Adopted: _________________, 2016

Approved: _________________, 2016

Elizabeth B. Tisdahl, Mayor

Attest: ____________________________

Rodney Greene, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
City of Evanston annual Liquor License Application

City of Evanston
Application for Liquor License

Date: 8/1/16

- [ ] New business
- [ ] Change of Ownership/Corporation
- [ ] Change of License Class
Liquor Class: D
Initial license Fee: 2,800

1. APPLICANT

A. Corporation name: SPINZAR INC.

B. Business name: KABUL HOUSE

C. Previous business name (if dba changed):

D. Business address (city, state, zip code): 2424 DEMPSTER ST, EVANSTON, IL 60202

E. Business telephone: (347) 674-3630

F. Business website: KABULHOUSE.COM

G. Business Email: KABULHOUSE@GMAIL

H. Illinois business tax number: REDACTED

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):
   2424 DEMPSTER ST.

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):
   SITE PLAN SUBMITTED TO UMCAP

C. Is the business required to be located within the "Retail Package Store Area"?
   - [ ] Yes
   - [ ] No

   If yes, is it located within the "Retail Package Store Area"?
   - [ ] Yes
   - [ ] No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type: [ ] Restaurant
   - [ ] Hotel
   - [ ] Package store
   - [ ] Grocery store
   - [ ] Other (explain below):

   Describe the nature of the business / principal kind of business:

Liquor to be served and/or sold: [ ] Alcoholic liquor
   - [ ] Beer and Wine only
   - [ ] Wine only

Days and times liquor is served:
- Sunday to Tuesday:
  - [ ] 11-10
- [ ] 11-10
- [ ] 11-10
- [ ] 11-10
- [ ] 11-10

Liquor will served or sold by:
- [ ] Glass
- [ ] Bottle
- [ ] Can
- [ ] Waitstaff
- [ ] Over the counter

City of Evanston Liquor License Application (Rev. 03/05/2015) Application: Page 1 of 15
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? What is the seating capacity?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel? If your response is “No,” skip this section and proceed to section 6.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store? If your response is “No,” skip this section and proceed to section 7.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the “retail package store area” as defined by the attached map?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a “package store”?</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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? sq.ft.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>
### 8. PREMISES OWNERSHIP INFORMATION

| A. Does the corporation own the premises for which this liquor license is being sought? | □ yes  [X] no |
| B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? | □ yes  [X] no |
| C. What is the period covered by the lease? 2014 to 2026 |
| D. What is the name of the Landlord? [UNREAL ESTATE LLC] |
| E. What is the address of the Landlord? (please include city, state, and zip code.) |

### 9. 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? | □ yes  [X] 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? | □ yes  [X] no |
| D. Does the owner/official(s) owe any debt or unpaid tax to the City of Evanston? (if yes, explain) |

| E. Has the owner received assistance in preparing this application? If the response is "Yes," please provide the information below. |
| 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: 8/1/16
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois )
County of Cook )

The undersigned hereby makes application for a Class D 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

Signature of Applicant

Subscribed and sworn to before me this 19th day of October, 2016

Notary Public

Notary Public seal

OFFICIAL SEAL
AKASHA S TERRIER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/06/20
**CORPORATE INFORMATION FORM**

(Appendix A)

**Applicants must file business with Secretary of State:**

Name of Corporation/Partnership: **SPINZAR INC.**

Corporate Address: **Y949 OAKTON ST. SKOKIE, IL 60077**

Corporate Ph #: **(847) 777-8388** Corporate Email: **kabulhouse@gmail.com** FEIN: REDACTED

**Business Status:**

Date Corporation/Partnership was Organized: **09/02/2009**

State Articles of Incorporation/Organization filed: **Yes**

Date Articles of Incorporation/Organization **filed** with Secretary of State: **Yes**

Date Certification of Incorporation/Organization was **issued** by Secretary of State: **Yes**

Are there any amendments to Articles of Incorporation? □ Yes □ No

Date Amendment 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>AKMEL QASI</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: **ONE OWNER AND 100% OWNERSHIP**

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? **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
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

SPINZAR, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 29, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, 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 3RD day of AUGUST A.D. 2016.

Jesse White
SECRETARY OF STATE
FORM BCA 2.10 (Rev. Dec. 2003)
ARTICLES OF INCORPORATION
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62766
217-782-6822
217-782-8961
www.cybordriveillinois.com

Remit payment in the form of a cashier's check, certified check, money order or an Illinois attorney's or CPA's check payable to Secretary of State.

Filed: 5/29/2009  Jesse White  Secretary of State

See Note 1 on back to determine fees.

Filing Fee: $150  Franchise Tax $ 25.00  Total $ 175.00  File # 66537072

CAF

—— Submit in duplicate —— Type or Print clearly in black ink —— Do not write above this line ——

1. Corporate Name: SPINZAR, INC.

CAF

CP0726089

The Corporate Name must contain the word "Corporation," "Company," "Incorporated," "Limited" or an abbreviation thereof.

2. Initial Registered Agent: AKMAL

First Name

GAZI

Middle Initial

Last Name

Initial Registered Office: 9255 KEELER AVE

Number

Street

Suite No. (P.O. Box alone is unacceptable)

SKOKIE

City

IL

ZY076

ZIP Code

COOK

County

3. Purposes(s) for which the Corporation is Organized:

If more space is needed, attach additional sheets of this size.

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Paragraph 1 — Authorized Shares, Issued Shares and Consideration Received:

<table>
<thead>
<tr>
<th>Class</th>
<th>Number of Shares Authorized</th>
<th>Number of Shares Proposed to be Issued</th>
<th>Consideration to be Received Thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMON</td>
<td>10000</td>
<td>1000</td>
<td>$ 1,000.00</td>
</tr>
</tbody>
</table>

TOTAL = $ 1,000.00

Paragraph 2 — The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

If more space is needed, attach additional sheets of this size.

(cont. on back)

Printed by authority of the State of Illinois. March 2007 — 104 — O 162.85
ITEMS 5, 6 AND 7 ARE OPTIONAL

6. a. Number of Directors constituting the initial board of directors of the corporation:

b. Names and Addresses of persons serving as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City, State, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. a. It is estimated that the value of the property to be owned by the corporation for the following year wherever located will be:

b. It is estimated that the value of the property to be located within the State of Illinois during the following year will be:

<table>
<thead>
<tr>
<th>Value</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. c. It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be:

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. d. It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be:

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Other Provisions: Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation (e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.).

NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

8. The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated MAY 20, 2009

Signature and Name

1. AKMAL OQAI

Signature

2. CLINT WARD

Signature

3. 

Signature

Address

1. 9255 KEELE AV

Street

SKOKIE

IL

60076

City/Town

State

ZIP Code

2. 8348 CRAWFORD

Street

SKOKIE

IL

60076

City/Town

State

ZIP Code

3. 

Street

City/Town

State

ZIP Code

Signatures must be in BLACK INK on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Type or print officer's name and title beneath signature.

Note 1 — Fee Schedule:
- The initial franchise tax is assessed at the rate of 15/100 of 1 percent ($1.50 per $1,000) on the paid-in capital represented in this state. (The minimum initial franchise tax is $25.)
- The filing fee is $150.
- The minimum total due (franchise tax + filing fee) is $175.

Note 2 — Return to:

Firm Name

Attention

Mailing Address

City, State, ZIP Code

Printed by authority of the State of Illinois, March 2007 — 10M — C 162, 29
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 FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 2 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR SPINZAR, INC. *****************************************

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of APRIL A.D. 2014.

Jesse White
SECRETARY OF STATE
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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:
JACEK KRZOSEK INSURANCE AGENCY INC
3840 N Harlem Ave
Chicago, IL 60634

CONTACT NAME:
PHONE (ACT. No. Exp.): (773) 625-2222
FAX (ACT. No. Exp.): (773) 625-5756
E-MAIL: jkrzosek@farmersagent.com

INSURED:
SPINZAR INC.
DBA KABUL HOUSE
2424 Dempster St
Evanston, IL 60202

INSURER(S) AFFORDING COVERAGE
INsurer a:
FARMERS INSURANCE

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRATION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>605429123</td>
<td>12/28/15</td>
<td>12/28/16</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER INCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NO/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>LIQUOR LIABILITY</td>
<td>605429123</td>
<td>12/28/15</td>
<td>12/28/16</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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:
Additional Insured:
CITY OF EVANSTON
2100 Ridge Avenue
Evanston, IL 60201

AUTHORIZED REPRESENTATIVE:

© 1988-2014 ACORD CORPORATION. All rights reserved.
Bond Change Execution Instructions

You have successfully completed your bond change using Travelers Click®. We thank you for your business!

Please review the following items before releasing the rider to your customer.

- For your convenience the rider has been pre-signed by a Travelers corporate officer and our corporate seal for *Travelers Casualty and Surety Company of America* has been affixed.
- Send the original rider to the Principal (applicant) for signatures and delivery to the Obligee.
- Retain a copy for your records.
- You must either forward the following documents to Travelers or upload them now before exiting your online transaction:
  - A copy of the executed form, *only if it was not generated for you* (i.e. a form was unavailable in our system or you used your own form); and/or
  - Any supporting documentation, if applicable.

Travelers Bond Express
770 Pennsylvania Drive, Suite 110
Exton, PA 19341
Email: TravelersClick@travelers.com
Fax: 866.785.2463

Billing Instructions:

*Agency Billed Bonds* - Premium must be paid in accordance with your monthly accounting statement or account current agreement with Travelers. Please DO NOT remit payments to your local underwriting office.

*Direct Billed Bonds* - Your customer will be billed directly by Travelers. It is imperative that premium is remitted promptly to avoid cancellation or collection action. Customer checks should include the bond number. Please DO NOT remit payments to your local underwriting office.

Remittance Information:
E-Pay: [https://travelers.com/epay](https://travelers.com/epay)
Pay by Phone: 1.800.252.2268
Regular Payments by Mail: Travelers Commercial Lines, Remittance Box 660317, Dallas, TX 75266-0317
November 30, 2016

Anna Stark
HEIL & HEIL INS AGCY LLC (0F3028)
5215 OLD ORCHARD RD STE 300
SKOKIE, IL 60077

This is the Policy Change for:

Spinzar Inc. dba Kabul House
2424 Dempster St
EVANSTON, IL 60202

Bond Number: 106612967
Type of Bond: City of Evanston - Alcohol Liquor Dealer Bond
Obligee Name: City of Evanston Liquor Licensing
Obligee Address: 2100 Ridge Ave., Room 2700
Obligee City, State & Zip: EVANSTON, IL 60201 USA
Transaction Effective Date: November 30, 2016
Premium Effective Date: October 19, 2016
Premium Expiry Date: October 19, 2017
Bond Limit: $2,500.00
Bond Premium: $0.00
Commission - Percentage: 35%
Special Commission: $0.00
Countersignature Branch:
Countersignature Commission: $0.00
State Tax: $0.00
State Surcharge: $0.00
TOTAL PREMIUM: $0.00

Comments:

Thank you for placing your business with us.

Producer Name: MLOTEK, TERRI V

Jessica Myers
770 Pennsylvania Drive
Suite 110
EXTON, PA 19341
Phone: (610) 458-2267
Fax: (866) 785-2463
Email: JMYERS8@travelers.com

This is a Direct Bill policy. The Direct Bill Account Number 8451V4206
RIDER

To be attached to and form part of Bond No. 106612967.

Issued on behalf of Spinzar Inc. dba Kabul House as Principal, and in favor of City of Evanston Liquor Licensing as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:
   from: __________________________________________
   to: __________________________________________

☒ 2. The Surety hereby gives its consent to change the Address:
   from: 4949 Oakton St., SKOKIE, IL 60077
   to: 2424 Dempster St, EVANSTON, IL 60202

☐ 3. The Surety hereby gives its consent to change the ____________________________:
   from: __________________________________________
   to: __________________________________________

This rider shall become effective as of November 30, 2016

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated November 30, 2016.

Travelers Casualty and Surety Company of America

By: ___________________________

Joseph L. Nespor
Attorney-in-Fact

Accepted: City of Evanston Liquor Licensing or Spinzar Inc. dba Kabul House

Obligee Principal

By: ___________________________ By: ___________________________

S-4111 (8/66)
**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

**Surety Bond No.** 106612967  

**Principal:** Spinzar Inc. dba Kabul House  
2424 Dempster St EVANSTON, IL 60202  

**Obligee:** City of Evanston Liquor Licensing  
2100 Ridge Ave. Room 2700 EVANSTON, IL 60201

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Joseph L. Nespor, of the City of Hartford, State of CT, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of July, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

**State of Connecticut**

City of Hartford ss.

By: ____________________________  

Robert L. Raney, Senior Vice President

On this the 7th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal the Company's bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 30 day of November, 2016.

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: 106612967

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Spinzar Inc. dba Kabul House
of the City of SKOKIE, County of COOK, and State of ILLINOIS, a corporation organized and existing
under the laws of the State of ILLINOIS, as Principal and 
Travelers Casualty and Surety Company of America
organized and existing under the
law of the State of CONNECTICUT, and licensed to do business in of 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, for the payment whereof to 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 ____, 2016.

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 ____, 2017.

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 hereinafore 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.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this 19th day of October, 2016.
By: Spinzar Inc. dba Kabul House
Title: 
State of ILLINOIS
County of COOK

SURETIES

Signed, sealed, and dated this 19 day of October, 2016.
By: Amanda Bielko
Title: Account Manager
State of CONNECTICUT
County of Hartford

State of Illinois
County of Cook

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me
by Amanda Bielko
this 19 day of October, 2016

Notary Signature

ROBERTA T ARCE-ATILES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/11/18
Illinois BASSET On-Premise
SELLER / SERVER CERTIFICATION

Trainee Name: Akmal Qazi
Date of Completion: 09/01/2015

School Name: 360training.com dba Learn2Serve

I, __________________________,
certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

Corporate Headquarters
13801 Burnet Rd., Suite 100
Austin, Texas 78727
P: 800-442-1149

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MEETING MINUTES

Liquor Control Board
Wednesday, December 5, 2016 11:30 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Elizabeth Tisdahl; Dick Peach
Members Absent: Marion Macbeth; Byron Wilson
Staff Present: Mario Treto, Theresa Whittington
Others Present: Akmal Qazi (Kabul House)
Presiding Member: Local Liquor Control Commissioner Elizabeth Tisdahl/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Elizabeth Tisdahl called the meeting to order at 11:35 a.m.

NEW BUSINESS

Spinzar, Inc., d/b/a Kabul House, 2424 Dempster Street, Evanston, IL
Akmal Qazi requested approval of a Class D liquor license (Restaurant/liquor). Mr. Qazi described the menu as Afghani food. It will feature a lot of grilled meats as well as a wide variety of vegetarian and gluten free dishes. Kabul House is currently open in Skokie. The business will move to 2424 Dempster in Evanston as soon as renovations are complete. The new location in Evanston will double the seating and offer additional space for special events catering and a tea lounge. The tea lounge will feature teas, espresso, Afghan coffee and desserts. Mr. Qazi foresees an opening date of late January.

Board members reviewed the application in advance of the meeting and found it all in order. The Local Liquor Control Commissioner asked the members if there were any concerns over the request. None were voiced. The Board recommended issuing a Liquor License to be introduced at the City Council meeting on December 12, 2016.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Elizabeth Tisdahl, Mayor at 11:46 a.m., December 5, 2016.

Respectfully Submitted,

Theresa Whittington
Liquor Licensing Manager, Legal Department
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF DECEMBER 12, 2016

III. ITEM FOR CONSIDERATION

(P1) Resolution 5-R-17, Approving a Plat of Resubdivision for 917-919 Edgemere Court
The Preservation Commission and City staff recommend adoption of Resolution 5-R-17 approving the proposed re-subdivision of the properties located at 917 and 919 Edgemere Ct. The applicant is proposing to re-subdivide the two lots by moving the common lot line between the lots approximately 10’ to the north.
For Action

(P2) Ordinance 165-O-16, Granting a Special Use for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Avenue
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 165-O-16 granting special use approval for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Ave. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.
For Introduction

(P3) Ordinance 2-O-17, Granting Landmark Status to Building and Lot of Record at 2771 Crawford Avenue
The Preservation Commission and City staff recommend adoption of Ordinance 2-O-17 designating 2771 Crawford Avenue as an Evanston Landmark.
For Introduction

IV. ITEM FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
I. DECLARATION OF QUORUM
A quorum being present, Ald. Revelle called the meeting to order at 7:18 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF NOVEMBER 28, 2016
Ald. Wynne moved to approve the minutes of the November 28, 2016 meeting, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to approve the November 28, 2016 minutes.

III. ITEMS FOR CONSIDERATION
(P1) Resolution 73-R-16, Authorization to Participate in 2017 Cook County No Cash Bid Program
Staff recommends City Council approval to submit requests to obtain eligible tax delinquent vacant properties through the Cook County No Cash Bid Program. Acquiring the parcels through this program will assist the City in its efforts to address affordable housing and community development goals.

For Action

Sarah Flax, Housing & Grants Administrator, provided a staff presentation on the Cook County No Cash Bid Program.

Ald. Holmes moved to adopt Resolution 73-R-16, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to adopt Resolution 73-R-16.

(P2) Ordinance 161-O-16, Granting a Special Use for an Animal Hospital at 516 Dempster St.
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 161-O-16 granting special use approval for an Animal Hospital at 516 Dempster St. in the B1 Business District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wynne requests suspension of the rules for introduction and adoption at the December 12, 2016 City Council meeting.

For Introduction and Action
Ald. Rainey moved to approve Ordinance 161-O-16 and to suspend the rules, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to introduce and adopt Ordinance 161-O-16.

(P3) Ordinance 162-O-16, Granting a Special Use for a Commercial Indoor Recreation Facility, Title Boxing Club, at 1029 Davis St.
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 162-O-16 granting special use approval for a Commercial Indoor Recreation Facility, Title Boxing Club, at 1029 Davis St. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wilson requests suspension of the rules for introduction and adoption at the December 12, 2016 City Council meeting.  
For Introduction and Action

Ald. Wilson encouraged the committee to suspend the rules due to the holiday calendar, which would delay the applicant in setting up the business.

Ald. Wilson moved to approve Ordinance 162-O-16 and to suspend the rules, seconded by Ald. Wynne.

The committee voted unanimously 7-0 to introduce and adopt Ordinance 162-O-16.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Holmes moved to adjourn, seconded by Ald. Tendam.

The committee voted unanimously 7-0 to adjourn.

The meeting was adjourned at 7:24 p.m.

Respectfully submitted,
Nicholas Zettel
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Mark Muenzer, Director of Community Development
       Scott Mangum, Planning and Zoning Administrator
       Michael Griffith, Development Planner

Subject: Resolution 5-R-17
         Edgemere Court Resubdivision – 917 and 919 Edgemere Ct

Date: December 19, 2016

Recommended Action:
The Preservation Commission and City staff recommend adoption of Resolution 5-R-17
approving the proposed re-subdivision of the properties located at 917 and 919
Edgemere Ct.

Livability Benefits
Built Environment: Provide compact and complete streets and neighborhoods.

Background
The properties are located within the R1 Single-Family Residential District. The north lot
(Lot 1) contains a detached single-family dwelling, the south lot (Lot 2) is vacant.

Proposal
The applicant, Judy Lowrance, is proposing to re-subdivide the two lots by moving the
common lot line between the lots approximately 10’ to the north.

The proposed lots will still exceed the minimum lot dimension requirements for the
district, and the existing single-family dwelling on the north lot will meet all setback
requirements:

<table>
<thead>
<tr>
<th>Edgemere Court Resubdivision</th>
<th>Minimum Required</th>
<th>North Lot 919 Edgemere Ct</th>
<th>South Lot 917 Edgemere Ct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>35 ft.</td>
<td>60.0 ft.</td>
<td>60.0 ft.</td>
</tr>
<tr>
<td>Lot Size</td>
<td>Residential use: 7,500 sq. ft.</td>
<td>19877.8 sq. ft.</td>
<td>19801.7 sq. ft.</td>
</tr>
</tbody>
</table>
Per Section 4-11-1, “Subdivisions,” of the City Code, the Director of the Public Works Department and the City Engineer have reviewed the proposed subdivision and determined that all required city infrastructure already exists in the neighborhood and no new public infrastructure is needed.

Legislative History
December 20, 2016: The Preservation Commission unanimously recommended approval of the proposed re-subdivision.

Attachments
Resolution 5-R-17 with Edgemere Court Plat of Resubdivision Public Works Agency Director Memorandum dated December 7, 2016
December 20, 2016 Preservation Commission Draft Meeting Minutes
5-R-17
A RESOLUTION

Approving a Plat of Resubdivision for 917-919 Edgemere Court

WHEREAS, pursuant to Subsection 4-11-1-(B) of the Evanston City Code of 2012, as amended (the “City Code”), the City Council may approve of a plat by means of a resolution; and

WHEREAS, the City intends to resubdivide the property located at 917-919 Edgemere Court, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council hereby finds that the proposed plat complies with all applicable provisions of Title 4, Chapter 11 of the City Code, subject to certain conditions,

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

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

SECTION 2: Pursuant to Title 4, Chapter 11 of the City Code, the City Council hereby approves the proposed Plat of Resubdivision, attached hereto as Exhibit B and incorporated herein by reference, subject to the following conditions:

(A) The final plat of subdivision must substantially conform to the 917-919 Edgemere Court Resubdivision plat prepared by B.H. Suhr & Company, Inc. dated November 18, 2016, except as such plat may be modified to conform to the City Code, Resolution, and Ordinance;
SECTION 3: The City Manager and/or his designee(s) is/are hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest, any documents necessary to implement the terms of this resolution.

SECTION 4: This resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:

______________________________
Rodney Greene, City Clerk

Adopted: _______________________, 2017
EXHIBIT A

Legal Description

The Northeast ¼ of Section 19, and the South 1/2 of the South ½ of the Northwest Fractional Quarter of Section 20, All in Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN(s): 11-20-100-008-0000
        11-20-100-009-0000

Commonly Known As: 917-919 Edgemere Court, Evanston, Illinois.
To: Mark Muenzer, Community Development Director  
From: David Stoneback, Public Works Agency Director  
Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
Subject: Resubdivision of 917 - 919 Edgemere Court  
Public Works Director Report  
Date: December 7, 2016

Upon review of the proposed subdivision, and as required by Section 4-11-1 of the City Code, the Public Works Agency Director and the City Engineer submit the following report for the resubdivision of 917-919 Edgemere Court.

Right-of-Way to be Dedicated to the City of Evanston
None.

Infrastructure Easements to be Granted to the City of Evanston
None.

Other Easements
A private sewer main and a private water main run in the north-south direction adjacent to the street on the west side of the property serving multiple properties along Edgemere Court. An easement may be needed for the users to have access for future maintenance needs. This easement is not maintained or regulated by the City of Evanston. It would be considered private and would be permanently tied to the ownership of the property in perpetuity.

A 60-inch diameter sewer owned by the Metropolitan Water Reclamation District (MWRD) runs in the north-south direction parallel and just east of the sidewalk on the west side of the properties. An easement may be needed for MWRD to have access for future maintenance needs. This easement is not maintained or regulated by the City of Evanston and would be permanently tied to the ownership of the property in perpetuity.

Public Improvements to be Constructed on Behalf of the City of Evanston
None.
Bond Requirements to Guarantee Future Infrastructure Improvements
None.

Other Requirements
None.
CALL TO ORDER / DECLARATION OF QUORUM

With a quorum present Chair Williams called the meeting to order at 7:07 p.m.

NEW BUSINESS

F. Lot 1 - 919 Edgemere Ct. (L/LSHD) & Lot 2 - 917 Edgemere Ct. (LSHD) – Harry Lowrance and Adam and Adam & Sue Sabow, applicants. Plat of re-subdivision of 919 Edgemere Ct. (existing SFR) and 917 Edgemere Ct. (vacant lot). Moving lot line between properties approximately 10’ to the north. Applicable standards: 2-8-12 (B) 1. (a) – (e).

Harry Lowrance of 919 Edgemere Ct. and Sue Sabow, owner of 917 Edgemere Ct. presented an application for resubdivision of Lot 1 (919 Edgemere Ct.) and Lot 2 (917 Edgemere Ct.). Harry Lowrance said there are three wide lots on Edgemere Ct. (929, 925, and 919), the rest of the lots are 55’ to 65’ wide. Harry Lowrance said he decided to transfer approximately 10’ of his lot to the Sabows to the south, making their lot more consistent with the rest of the block.

Sue Sabow said they have been challenged because their lot (917 Edgemere Ct.) is very deep and relatively narrow. The proposed resubdivision is a concrete solution to
reaching their main objective (building a new house). They have not gone back to the revisions of their current application, because they wanted to know what they are working with, before they commit more time and effort into the design. They hope to come back to the Commission with a design.

Harry Lowrance said that bump out on the resubdivision is because the fireplace, to maintain the 10' setback.

Commissioner Dudnik made a motion recommending to City Council the resubdivision of lot 1 (919 Edgemere Ct.) and Lot 2 (917 Edgemere Ct.), relocating the lot line of 917 Edgemere Ct. approximately 10’ north, which will result in two lots of approximately 60’ in width. The applicable standards [in the City Code are] are 2-8-12 (B) 1. (a) – (e), seconded by Commissioner Riessen Hunt. The motion passed unanimously. Vote: 8 ayes, 0 nays.

**ADJOURNMENT**

The meeting was adjourned at 9:55 p.m. on December 20, 2016.

Respectfully submitted:

Carlos D. Ruiz
Senior Planner/Preservation Coordinator
Memorandum

To: Honorable Mayor and Members of the City Council  
Planning and Development Committee

From: Mark Muenzer, Director of Community Development  
Scott Mangum, Planning and Zoning Administrator  
Melissa Klotz, Zoning Planner

Subject: Ordinance 165-O-16, Granting a Special Use for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Ave.

Date: December 28, 2016

Recommended Action

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 165-O-16 granting special use approval for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Ave. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

Livability Benefits

Economy & Jobs: Retain and expand local businesses  
Health & Safety: Provide for access to fresh, healthful food

Summary

Sushi Burrito is a fast-casual restaurant that will feature dine-in seating and to-go food service with healthy Japanese food and sushi prepared as bowls and burritos, similar to the service style of Chipotle. The applicant has experience operating Sushi Burrito locations in Lincoln Park and Lakeview in Chicago, and a Wicker Park location opening soon.

The 1565 Sherman Avenue location will operate from 11am – 9:30pm during the week and until 10:30pm on weekends, with the restaurant closed on Tuesdays. The property features more than 10 on-site parking spaces behind the building. On-site parking will be utilized by employees and third-party delivery vehicles such as GrubHub. Commissary deliveries to the restaurant will occur in the rear.

Minimal changes will be made inside the space since it was previously occupied by a Type 1 Restaurant, and no exterior changes are proposed other than signage. The applicant agrees to follow Sustainable Practices including the Litter Collection and
Pickup Plan. The applicant anticipates opening February 1, 2016. City staff has not received any objections to the proposed use.

**Comprehensive Plan**

The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

- Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.
- Objective: Retain and attract businesses in order to strengthen Evanston’s economic base.

The proposed Type 2 Restaurant will utilize a vacant space and provide a food option that is not currently available in Evanston.

**Legislative History**

December 6, 2016: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Sushi Burrito, with the following conditions that are incorporated in the Ordinance:

1. Hours of operation not to exceed 6am-midnight, seven days a week.
2. Employees shall not park on the street.
3. Sustainability Plan must be followed.
4. Substantial compliance with the documents and testimony on record.

**Attachments**

- Proposed Ordinance 165-O-16
- December 6, 2016 ZBA Draft Meeting Minutes
- ZBA Findings
- December 6, 2016 ZBA Packet –
165-O-16

AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant
Located at 1565 Sherman Avenue in the D2 Downtown Retail Core
Zoning District (“Sushi Burrito”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on December 6, 2016, pursuant to proper notice, to consider case no. 16ZMJV-0102, an application filed by Ganzorig Amgalanbaatar (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1565 Sherman Avenue (the “Subject Property”) and located in the D2 Downtown Retail Core District, for a Special Use Permit to establish, pursuant to Subsection 6-11-3-4 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Type 2 Restaurant, “Sushi Burrito,” on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of January 9, 2017, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 16ZMJV-0102; and
WHEREAS, at its meetings of January 9, 2017 and January 23, 2017, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

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

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 16ZMJV-0102.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated December 1, 2016.

B. Hours of Operation: The Applicant shall operate the Type 2 Restaurant authorized by this ordinance only between the hours of 6:00 a.m. and Midnight on any given day.

C. Employee Parking: Employees may not utilize on-street parking during the hours of operation.

D. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2017
Adopted:___________________, 2017

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:
Approved:
Approved as to form:

______________________________
Rodney Greene, City Clerk

______________________________
W. Grant Farrar, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

Lots 7 and 8 (except the East 90 feet thereof) and all of Lots 9 and 10 in Block 27 in the Village of Evanston in the Southeast ¼ of the Southwest ¼ of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 11-18-312-025-0000
   11-18-312-024-0000
   11-18-312-027-0000
   11-18-312-026-0000

Commonly Known As: 1565 Sherman Avenue, Evanston, Illinois.
MEETING MINUTES
ZONING BOARD OF APPEALS
Tuesday, December 6, 2016
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Myrna Arevalo, Mary Beth Berns, Mary McAuley, Kiril Mirintchev
Members Absent: Scott Gingold, Lisa Dziekan, Violetta Cullen
Staff Present: Melissa Klotz, Scott Mangum
Chair: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:08 pm.

Approval of Minutes
The minutes from the November 15, 2016 Zoning Board of Appeals meeting were motioned for approval by Ms. McAuley and seconded by Mr. Arevalo. The minutes were approved 3-0-1.

Old Business

New Business
1565 Sherman Avenue ZBA 16ZMJV-0102
Ganzorig Amgalanbaatar, lessee, applies for a special use permit for a Type 2 Restaurant, Sushi Burrito, at 1565 Sherman Avenue. 1565 Sherman Avenue is located in the D2 Downtown Retail Core District, where a special use permit is required for a Type 2 Restaurant to operate (Zoning Code Section 6-11-3-4). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read into the record.

Ganzorig Amgalanbaatar, lessee, noted:
- Two Chicago locations open, and one more opening soon.
- Hours of operation: Monday through Thursday, 11am to 9:30pm, closed Tuesday; Friday and Saturday, 11am to 10:30pm; Sunday, 12pm to 9pm.
- Menu includes burritos, bowls, soup, salad, and rolls.
- Low price point of $7.50 to $9.50.
- Food will be easy to take to go.
- Parking in rear six-to-ten spaces for employees, delivery vehicles, trucks, and rest of building.
- Will use third party delivery services.
- Three-to-four employees per shift.
- Deliveries three times per week via the rear of the building.
- Will follow sustainability plan.
- No exterior changes other than signage.
- Delivery drivers will park in back.
The ZBA entered into deliberation:

Ms. McAuley said the use is consistent with downtown. It will do well on Sherman. It is good to see that the restaurant will comply with the sustainability plan. Ms. Arevalo agreed that it is a good project.

The standards were addressed:
1. Yes.
2. Yes.
3. Yes.
4. Yes.
5. Yes.
6. Yes.
7. Yes.
8. Yes.
9. Yes.

Ms. Arevalo motioned to recommend approval with conditions, which was seconded by Ms. McAuley. The motion was approved 4-0 with the following conditions:
1. Hours of operation not to exceed 6 a.m. to midnight.
2. Employees shall not park on the street.
3. Sustainability plan must be followed.
4. Substantial compliance with the documents and testimony on record.

581 Ingleside Park  ZBA 16ZMJV-0100
Paul Konstant, architect, applies for major zoning relief to construct additions and front porches to a single family residence in the R1 Single Family Residential District. The applicant proposes a 17.9' north front yard setback for additions where 34.8' is required (Zoning Code Section 6-4-1-9-A-3), a 17.9' north front yard setback for porches and a bay window (yard obstructions) where 31.4' is required (Zoning Code Section 6-4-1-9-B-1), a 45.3' south front yard setback for an addition where 50' is required (Zoning Code Section 6-4-1-9-A-3), and a 43.1' south front yard setback for porches (yard obstructions) where 45' is required (Zoning Code Section 6-4-1-9-B-1). The Zoning Board of Appeals is the determining body for this case.

Ms. Klotz read into the record.

Ms. Berns stated that there is a discrepancy between plat and zoning lot presented. Mr. Mangum said they were just made aware of the situation and could continue the case if the ZBA believes it is necessary to obtain more information regarding the issue.

Attorney Harold Francke provided a tax parcel map and legal description that showed ownership of the parcel in question.

Ms. Berns stated the ZBA did not have a plat that shows that area dimensioned. This matters because one argument made is that without the variances the house would have to be torn down, but that hardship depends on where that lot line is.

Mr. Francke responded that the teardown argument does not apply to any specific standards, so it doesn’t matter. Also, the 27-foot setbacks should be applied because the City Code says average only applies to houses between two streets or on a corner.
Ms. Berns said which required setback is applied does not affect the issue at hand, and the teardown issue is still a point. Ms. Berns suggested a motion could be made to either continue the case to the next ZBA hearing or to proceed with the information provided now.

Mr. Francke said that if the Chair is not comfortable as the information stands, they request a continuance.

Paul Konstant, project architect, stated that they do know the width of Lot 11 is 18 feet based on the tax parcel map.

Mr. Konstant said that there is currently new construction to the south on the next property down. If this project can happen at the same time, there will be less impact on the neighborhood.

Ms. Berns stated the project could move forward since the tax map shows the exact dimension of the parcel in question.

Ms. McAuley motioned to proceed, seconded by Mr. Mirintchev. The ZBA moved to proceed 4-0.

Mr. Konstant noted:
- The neighborhood and property are very unique. The scale of houses and location of houses within properties are unique.
- The house was designed 60 years ago for a couple and servant’s quarters, it was not designed for a family.
- They want to preserve the character of the house.
- Originally met with staff and did not think average setbacks apply, so they designed the plan for minor variance process based off 27 foot setbacks and nine foot encroachment.
- Could build within five feet of the lake and meet code but that would be a much greater impact to neighbors.
- The average setback was taken from houses, so they did not account for neighbor’s coach house that is two stories and at property line.

Mr. Konstant discussed the Standards:
1. Yes. Construction is away from neighbors.
2. Yes. Intent is to allow front porches.
3. Yes. Through lot with two front yards with large setbacks.
4. Yes. Since house is nonconforming, no work could be done without variations.
5. Yes. Intend to live there long term.
6. Yes.
7. Yes. Working within the required setbacks will ruin a great piece of architecture.

Mr. Konstant also noted that there are trees to save, and submitted a tree survey, along with an existing floorplan.

Ms. McAuley stated those are large trees, and the house cannot expand east without removing them. The property could be covered with so much more house. Ms. Klotz
added that roughly 5000 additional square feet could be added on to the home and meet zoning requirements.

Ms. McAuley asked whether Ingleside Park is private, and Mr. Francke responded it is private, held in common ownership by those that live along there, and the lot east of the street cannot be built upon per the Development Agreement.

Ms. Berns noted that the tree roots are very close to the additions, and Mr. Konstant said they have consulted an arborist and will do everything possible to save the trees.

Ms. Berns asked about the change to the dormers on the garage, and Mr. Konstant said the dormers are getting wider, but no closer to the street. The view from the property to the west will be the same, and hidden from most by the neighbor’s coach house.

Ms. Berns asked the applicant to explain the hardship versus inconvenience if the variations are not granted, and Mr. Konstant said that any other plan would ruin the integrity of the house. They would have to eliminate the courtyard and/or remove the mature trees east of the house. The required setbacks are over 50 percent of the lot width.

Ms. McAuley stated that not tearing down is a substantial public benefit.

Ms. Berns asked whether the variances are least possible deviation from the applicable regulations, and noted aesthetics are not a consideration.

Ms. McAuley said that the “least possible” spirit of the standard is to have as little negative impact as possible.

Mr. Konstant said:

- To the south, additions do not get any closer than existing, and a small portion of the house will be removed.
- To the north, they made sure to stay within what they thought were minor variances.
- The view is maintained on the north because the addition projects nine feet, which blocked from view by the neighbor’s coach house.
- The alternatives considered were cutting down the trees, removing the courtyard, blocking windows of existing rooms, and having more impact on neighbors.

Mr. Konstant provided Exhibits 5A-D that included existing floor plans, and Exhibit 6, three neighbor support letters.

Mr. Francke said that regarding Municipal Code 6-4-1-9-A-5, averaging of front setbacks on this lot should not apply. Regardless, the three closest neighbors submitted letters of support.

The owner, Michelle Gelman, said that they bought the house three years ago, and that the current kitchen does not meet the needs of a family of five. Ms. Gelman added there is no way of getting the necessary kitchen without ruining the house, building east and blocking neighbors’ views, and cutting down mature trees.

The ZBA entered deliberation:
Ms. Arevalo said the proposal is a great project.

Ms. McAuley said she visited property from both front yards and understands why there is a need to preserve the open space. The scope of the project is keeping with the neighborhood. She noted she saw the trees and are glad to see they will remain.

Mr. Mirintchev said that the proposal is logical and keeps the house design.

Ms. Berns questioned whether the plan is the minimum change necessary, but added the tree survey shows there is a true hardship to building in a compliant location. The additions on the south are very modest, and the northeast corner screened porch is large. However, the size of the rooms should be considered consistent with other room sizes in the house, so that porch is okay.

The standards were addressed:
   1. Yes.
   2. Yes.
   3. Yes.
   4. Yes.
   5. Yes.
   6. Yes.
   7. Yes.

Ms. McAuley moved to approve with conditions, seconded by Ms. Arevalo. The motion was approved 4-0 with the following conditions:
   1. The screened porch will remain open.
   2. Substantial compliance with the documents and testimony on record.

2415 Lyons Street

Muharem Garibovic, property owner, applies for major zoning relief to construct an addition, porches, eaves, and to raise the existing roofline of a single family residence in the R2 Single Family Residential District. The applicant proposes a 2.5’ east interior side yard setback for an addition and to raise the existing roofline where 5’ is required (Zoning Code Section 6-8-3-7-A), a 2.7’ east interior side yard setback for a roofed front porch and 3.2’ east interior side yard setback for a rear porch (yard obstructions) where 4.5’ is required (Zoning Code Section 6-4-1-9-B-1), a 19.2’ front yard setback for front porches (yard obstructions) where 24.3’ is required (Zoning Code Section 6-4-1-9-B-1), a 1.1’ east interior side yard setback and 1.7’ west interior side yard setback for eaves and a roofed deck (yard obstructions) where 4.5’ or a maximum 6” projection is required (Zoning Code Section 6-4-1-9-B-1), and 44.6% building lot coverage where a maximum 40% is required (Zoning Code Section 6-8-3-6). The Zoning Board of Appeals is the determining body for this case.

Ms. Klotz read the case into the record and the explained the zoning relief requested based on the revisions now proposed.

Firmin Senga, architect, noted:
   • They want to make house look more appealing and gain livable space.
   • They need to find long term solutions to current water problems.
   • They are working within the current impervious footprint.
- The house to the east is vacant.
- Water runs off the flat roof into the siding, so they will change roof style to change the watershed.

Ms. Berns asked whether the porches and decks could comply, and Mr. Garibovic responded that they need as much space as possible and would like to keep the existing footprint of all structures.

Mr. Garibovic added:
- The addition will align with the side yard.
- It is part of the smallest room in the house. They cannot fit the baby bed in there, it needs to be bigger.
- The rear-roofed porch will provide space for family gatherings. It is okay to move deck and roof two feet over to comply with the roofed deck setback if necessary.

Ms. McAuley stated that the distance between homes is very narrow. Building up is out of scale to the rest of the neighborhood and will be out of character.

Ms. Berns said that the raised roof will pitch up from the current easterly height to be higher in the middle (opposite the other roof pitch). They are not adding another story.

Alderman Holmes said that the neighbor to west does not object. The house to the east is occupied and maintained. There are concerns about where the water will go with the new roof. There is a block club meeting the Tuesday after ZBA, where the applicant can attend and speak to more neighbors.

Ms. McAuley said that one neighborhood concern is scale. Alderman Holmes agreed, adding the concern was because of what was presented, versus what occurred, at 2400 Lyons.

Shawn Rody, neighbor to the west, spoke in support of both the original request and the revised project.

Alderman Holmes said that DAPR asked the applicant to revise. The applicant said no and DAPR denied. Then the applicant revised, but did not talk to neighbors and let anyone know. The Alderman advised speaking to neighbors and attending block club meetings.

The applicant’s spouse said that they have not met most neighbors because they have not moved in yet, and they are happy to go to the block club meetings.

Ms. Berns asked how the applicant will deal with the water, and Mr. Garibovic responded the water will be directed away from the neighbor’s property.

The ZBA entered deliberation:

Mr. Mirintchev stated there is no issue with the raised roof. It does not add any height to the east. The roof over the deck in rear should be pulled in to comply.

Ms. Arevalo stated she is okay with the proposal. A four foot front porch is too small to use, so she is okay with the porch as presented.
Ms. McAuley said that some revisions are necessary, and the applicant may gain neighbor support then.

Ms. Berns proposed denying the roof over the back deck that the applicant agreed on, and approve a six foot deep front porch with a 22-foot setback. All other variations are appropriate.

Ms. Klotz said that the building lot coverage decreases slightly with portion of rear deck with setback removed.

Ms. McAuley moved to deny the three foot wide setback for roofed deck, seconded by Ms. Arevalo. The motion was recommended for approval, 4-0.

Ms. McAuley moved to approve the remaining variations with conditions, seconded by Ms. Arevalo. The motion was approved 4-0 with the following conditions:
  1. 22-foot front porch setback.
  2. 42.6 percent building lot coverage (allows for roofed rear deck with a compliant side yard setback of 5').
  3. Substantial compliance with the documents and testimony on record.

Other Business
The ZBA approved the 2017 meeting schedule.

The meeting adjourned at 9:55pm.
In the case of

Case Number: 16ZMJV-0102
Address or Location: 1565 Sherman Ave.
Applicant: Ganzorig Amgalanbaater
Proposed Special Use: Type 2 Restaurant, Sushi Burrito, in the D2 Downtown Retail Core District

After conducting a public hearing on December 6, 2016, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

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<th>Standard</th>
<th>Finding</th>
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<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met           Not Met</td>
<td>4-0</td>
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<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met           Not Met</td>
<td>4-0</td>
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<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met           Not Met</td>
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<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met           Not Met</td>
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(E) It can be adequately served by public facilities and services

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(F) It does not cause undue traffic congestion;

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(G) It preserves significant historical and architectural resources;

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(H) It preserves significant natural and environmental features; and

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(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

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and, based upon these findings, and upon a vote

4 in favor & 0 against

Recommends to the City Council

- approval without conditions
- denial of the proposed special use
- approval with conditions specifically:

1. Hours of operation not to exceed 6am – midnight, 7 days a week.
2. Employees shall not park on the street.
3. Sustainability plan must be followed.
4. Substantial compliance with the documents and testimony on record.

**Attending:**

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<td>Mary Beth Berns</td>
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<td>Myrna Arevalo</td>
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<td>Violetta Cullen</td>
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<td>Lisa Dziekan</td>
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<td>Mary McAuley</td>
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<td>Kiril Mirintchev</td>
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**Vote:**

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Community Development Department
2100 Ridge Ave., Rm. 3202 Evanston, IL 60201

zoning@cityofevanston.org
www.cityofevanston.org/zoning
For City Council meeting of January 9, 2017

Item P3

Ordinance 2-O-17, Granting Landmark Status to the Building and Lot of Record at 2771 Crawford Avenue

For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Mark Muenzer, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Carlos D. Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 2-O-17
Granting Landmark Status to the Building and Lot of Record at 2771 Crawford Avenue

Date: December 28, 2016

Recommended Action:
The Preservation Commission and City staff recommend adoption of Ordinance 2-O-17
designating 2771 Crawford Avenue as an Evanston Landmark.

Livability Benefits
Education, Arts & Community: Preserve and reuse historic structures and sites

Background
Threatened with demolition the house was moved from 1318 Isabella Street, Wilmette, Illinois to its current location at 2771 Crawford Avenue in 2015.

Christopher Enck and Martha Krup (the “Applicants”), owners of 2771 Crawford Avenue, submitted an application nominating the Subject Property for landmark designation on September 20, 2016.

Preservation Commission Report and Recommendation
The Preservation Commission conducted a public hearing on October 18 and November 29, 2016, and approved its Report with findings of fact and recommended to City Council that the house at 2771 Crawford Avenue be designated an Evanston Landmark, in that it meets landmark criteria for designation:

2-8-4 (A) 3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship: The house built in 1928 is representative of the “Prairie School” – a movement of architecture and design developed in the Midwestern Region of the United
States in the late 19th and early 20th century by Frank Lloyd Wright and other Midwestern architects;

2-8-4 (A) 4. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the City, the State, the Midwest region or the United States: John S. Van Bergen (1885-1965) designed the subject house in 1928. Van Bergen was the last person hired to work in Frank Lloyd Wright’s Oak Park studio in 1909. The Historic American Building Survey recognized the importance of Van Bergen’s designs as early as 1967. The Chicago Architectural Foundation honored and celebrated Van Bergen’s body of work with “Van Bergen Month” in October 2012; and

2-8-4 (B) Integrity of Landmarks and Districts. Any area, property, structure, site or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration: The house has excellent integrity of original design and materials and exhibits a high quality of craftsmanship.

Legislative History
September 20, 2016: Christopher Enck and Martha Krup submitted an application nominating the Subject Property for landmark designation.

October 18, 2016: Preservation Commission held a public hearing for the Landmark nomination, and found the nominated house at 2771 Crawford Avenue met criteria for designation 2-8-4 (A)3, (A)4 and (B). The Commission passed a motion recommending to City Council the designation of 2771 Crawford Avenue as an Evanston Landmark. The Commission continued the hearing to November 29, 2016.

November 29, 2016: Preservation Commission approved its Report recommending to City Council the designation of 2771 Crawford Avenue as an Evanston Landmark and adopted a Resolution requesting the City Manager to transmit its Report and recommendation to City Council.

Attachments
Ordinance 2-O-17 Designating 2771 Crawford Avenue as an Evanston Landmark
Chris Enck and Martha Krup Nomination for Landmark Designation of 2771 Crawford Avenue
November 29, 2016 Preservation Commission Resolution
Preservation Commission’s Report with Findings of Fact and Recommendation to City Council
November 29, 2016 Preservation Commission Approved Meeting Minutes (Excerpt)
October 18, 2016 Preservation Commission Approved Meeting Minutes (Excerpt)
AN ORDINANCE

Granting Evanston Landmark Status to the Building and Lot of Record at 2771 Crawford Avenue

WHEREAS, the City has enacted a Historic Preservation Ordinance ("Ordinance"), Title 2, Chapter 8 of the Evanston City Code of 2012, as amended; and

WHEREAS, Section 2-9-5 of the Ordinance sets forth the process whereby the Preservation Commission ("Commission") shall nominate and consider applications for landmark designation and designate landmarks and historic districts; and

WHEREAS, John S. Van Buren (1885-1969), apprentice of Walter Burley Griffin, and in 1909, Van Bergen was the last person hired to work in Frank Lloyd Wright’s Oak Park studio and having over 160 buildings credited to himself in the United States dating 1910 to 1967, is the architect of the house located at 2771 Crawford Avenue in Evanston (the “Subject Property”); and

WHEREAS, the Subject Property, known as the James B. Irving House, was built in 1928 in the Prairie School style developed in the Midwestern region of the United States in the late 19th and early 20th century and originally located at 1318 Isabella Street in Wilmette, Illinois; and

WHEREAS, in 2015, the Subject Property was moved from its original location at 1318 Isabella Street in Wilmette, Illinois to its current site at 2771 Crawford Avenue in Evanston, Illinois by taking drastic measures to separate the
house in three sections and then subsequently grounded to a new foundation, maintaining its original design, interior, and exterior materials and most of its high degree of craftsmanship; and

WHEREAS, Christopher Enck and Martha Krup (the “Applicants”) submitted an application on September 20, 2016, for the designation of the building on the Subject Property as an Evanston Landmark; and

WHEREAS, Christopher Enck and Martha Krup, owners of the Subject Property, fully support the application for Evanston Landmark designation; and

WHEREAS, the Commission conducted public hearings, pursuant to proper notice, on October 18, 2016 and November 29, 2016, to consider the application pursuant to Section 2-8-5 of the Ordinance; and

WHEREAS, due notice of said hearings was given in accordance with the requirements of the Evanston Preservation Commission Ordinance and all persons desiring to be heard were given opportunity to be heard; and

WHEREAS, the Commission, after having heard and reviewed the nomination testimony, receiving other evidence and making a written record, found that the aforesaid record of lot and building on the Subject Property, constructed in the Prairie School style, met the criteria in City Code Sections 2-8-4(A)(3), 2-8-4(A)(4), and 2-8-4 (B) of the Ordinance for designation as an Evanston Landmark; and
WHEREAS, at its October 18, 2016 meeting, the Commission voted to recommend that the City Council grant Evanston Landmark designation to said building on the Subject Property; and

WHEREAS, at its November 29, 2016 meeting, the Commission adopted a Resolution “Requesting the City Manager to Transmit the Evanston Preservation Commission’s Report and Recommendation that the City Council Designate the Building at 2771 Crawford Avenue as an Evanston Landmark” to the City Council; and

WHEREAS, the Planning and Development Committee of the City Council considered and adopted the record and recommendation of the Preservation Commission at its January 9, 2017 meeting and recommended that the City Council designate the building on the Subject Property, as an Evanston Landmark; and

WHEREAS, the City Council considered and adopted the respective records and recommendations of the Preservation Commission and the Planning and Development Committee at its January 9, 2017 and January 23, 2017 meetings, and

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

SECTION 1: The above recitals are found as fact and made a part hereof.
SECTION 2: Pursuant to City Code Section 2-8-5(G) of the Ordinance, the City Council hereby designates the building at 2771 Crawford Avenue as an Evanston Landmark.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications thereof.

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

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:_________________, 2017    Approved:

Adopted:___________________, 2017    ___________________________, 2017

_______________________________
Elizabeth B. Tisdahl, Mayor

Attest:                             Approved as to form:

_______________________________
Rodney Greene, City Clerk               W. Grant Farrar, Corporation Counsel
2-8-5 APPLICATION FOR NOMINATION OF AN AREA, PROPERTY, STRUCTURE, SITE OR OBJECT FOR DESIGNATION BY ORDINANCE AS A LANDMARK OR HISTORIC DISTRICT

(Please Print or Type and check applicable boxes. Attach additional 8-1/2 x 11” sheets as necessary)

☐ Historic District Nomination (for a historic district nomination submit a list for each property, structure, site or object within the proposed historic district with the information below):

☒ Landmark Nomination (for individual nomination of a property, structure, site or object submit the information below):

1. a) Street address of area, property, structure, site or object being nominated:

   Street # : 2771 Street Name: Crawford Avenue
   City: Evanston State: Illinois Zip Code: 60201

   b) Real Estate Index Number: Illinois Zoning: R2

   c) Original Architect/Contractor (if known): John S. Van Bergen, Architect

   Year Built (if known): 1928 Architectural Style: Prairie School

d) Contributing significance (for historic district nomination only):

   ☐ Architectural ☐ Historical ☐ Archaeological ☐ Cultural

e) Is it within an existing historic district? (Landmark nomination only) ☐ Yes ☒ No

   If yes: ☐ Lakeshore ☐ Ridge ☐ Northeast Evanston:

NOTE: If the nomination is for an area, property, structure, site or object with no official street address, please indicate its location on the attached city map (for a district show the proposed boundaries).

2. a) Provide Legal Description of Nominated Property (for Individual landmark nomination only) or;

   b) Describe proposed boundaries (for historic district nomination only):

   LOT 2 IN THE ESTATE OF CAROLINE GERSTENBRAND SUBDIVISION IN THE WEST HALF OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Owner of record shall be established by reference to the most current property tax assessment rolls as maintained by the Assessor of Cook County.

☐ Historic District Nomination (for a historic district nomination submit a list for each property, structure, site or object within the proposed historic district with the information below):

☒ Landmark Nomination: for individual nomination of a property, structure, site or object, submit the information below):

   a) Name of owner(s) of record of area, property, structure, site or object being nominated:

      Christopher Enck and Martha Skup

      Phone #: 630-334-0952 Fax #: E-mail: cjenck@gmail.com

   b) (Mailing address) Street #: 455 Street Name: Birch Street

      City: Winnetka State: Illinois Zip: 60093

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4. Please submit complete information as required in the Evanston Historic Preservation Ordinance, Section 2-8-4: Criteria for Designation. Provide factual information as applicable for each single item listed in Section 2-8-4. You may include documents and photographs to emphasize the significance of the nominated area, property, structure, site or object for designation by ordinance as a landmark or historic district. Use 8-1/2” x 11” attachment sheets if needed.

2-8-4: CRITERIA FOR DESIGNATION: Every nominated Landmark or District must meet two or more of the following specified criteria for designation.

(A) The Commission shall limit their consideration to the following criteria in making a determination on a nomination of an area, property, structure, site or object for designation by ordinance as a Landmark or Historic District.

1. Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property;

2. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the City of Evanston, State of Illinois, Midwest region, or the United States;

3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship;

4. Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, or the United States;

5. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail;

6. Its association with important cultural or social aspects or events in the history of the City of Evanston, the State of Illinois, the Midwest region, or the United States;

7. Its location as a site of an important archaeological resource;

8. Its representation of a historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous;

9. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community, or the City of Evanston;

10. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City of Evanston, whose components may lack individual distinction.

(B) Integrity of Landmarks and Districts.

Any area, property, structure, site or object that meets any one or more of the criteria in Section 2-8-4(A) shall also have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration.

5. a) Name of Applicant(s): Christopher Enck

b) Phone: 630-334-0952 Fax: ___________________ E-mail: cjenck@gmail.com

c) Mailing Address of applicant(s) Street #: 455 Street Name: Birch Street

City: Winnetka State: Illinois Zip: ,

c) Applicant(s)’ Signature: Date: 9/20/16

Submit the nomination form to: Evanston Preservation Commission, 2100 Ridge Avenue, Evanston, IL 60201
For additional information contact: Carlos D. Ruiz (847) 448-8687, Fax: (847) 448-8120, E-mail: cruiz@cityofevanston.org
Evanston Landmark Nomination Form

Name of Property (original name): James B. Irving House
Street Address: 2771 Crawford Avenue, Evanston, Illinois
Legal description or PIN: 05-33-303-040-0000
Present use: Single family residential
Past Use: Single family residential
Architect: John S. Van Bergen
Date of Construction: 1928

Written statement describing property & setting forth reasons it is eligible for landmark designation:

The Irving House is a multi-level wood-frame house with stucco cladding and painted wood trim designed by John Van Bergen in 1928 for James Irving. It is located at 2771 Crawford Avenue at the northwest corner of Evanston. The house was originally located at 1318 Isabella Street in Wilmette, Illinois. The house was threatened with demolition and was relocated in October 2014 to a temporary site and then to the current location in March 2015. Overall, the property is in excellent condition due to recent restoration work.

The residence is built in the Prairie School movement and reflects Van Bergen’s early influence from his time spent in the Oak Park office of Frank Lloyd Wright. The house is sited with its primary façade facing the street and a relatively large expanse of lawn and landscaping to the street to the south. In massing, the house is a split-level configuration with the primary spaces on the ground floor and the bedrooms up half a flight of stairs and basement down half a flight of stairs. A one and a half story living room faces the street with one story flanking wings projecting to the east and west. The mass of the house is topped by a long, low hipped roof with deep overhanging eaves, creating the strong horizontal emphasis characteristic of the Prairie School. Gutters are built in to the eaves with minimal penetrations through the soffits. This horizontality is further emphasized by grouped casement windows, a broad water table trim board and bands of decorative horizontal trim.

On the interior of the house, much of the original architectural fabric remains. Simple bands of stained pine trim further the Prairie School design, while original geometric light fixtures exist in the living room, dining room and loft, which overlooks the living room. Oak floors and a broad simply detailed brick fireplace are other features that date from the construction of the house. Wood casement windows in a variety of sizes and groupings are all original with the exception of the later aluminum casement windows in the sunroom, which were added later to enclose what was originally an open porch. This space was screened early on and was later enclosed with glass and finally the existing windows were installed in the 1990s.

The Irving House is eligible for landmark designation because it is an excellent example of a Prairie School house with quality of design and intact original materials and a mostly unaltered appearance. With a design by John Van Bergen, one of the prominent Prairie School architects, the house serves an important part of the architectural legacy of the Chicago region and Van Bergen’s body of work and design progression.
This structure is eligible for designation on the basis of the following criteria:

(3) Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.

(4) Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, or the United States.

Criteria 3: Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.

The Prairie School was a late 19th and early 20th century movement of architecture and design that developed in the Midwestern region of the United States. The Prairie School developed simultaneously with the Arts and Crafts Movement in England with both movements forming as a reaction to the Industrial Revolution and sought to promote the work of artists and handcrafting objects and buildings.

Frank Lloyd Wright, John Van Bergen and their contemporaries also sought to create a truly American style of architecture in contrast to the traditional European-revival styles that were more prevalent in the 19th and early 20th centuries. The later coined term "Prairie School" was created to define the work of several architects whose careers largely developed in the middle part of the United States and whose architecture, with a strong emphasis on horizontality, reflected the traditionally vast open and flat prairie landscapes of Illinois and surrounding areas. Wright and others also promoted the idea of organic architecture, which sought to create buildings whose lines and ornament appear in harmony with the landscape on which they are placed. This approach to design is a striking contrast to traditional European revival architecture that referenced classical elements and forms regardless of the site or context.

The Irving House is representative of the Prairie School and is in the direct lineage of the work of Frank Lloyd Wright and his late 19th and early 20th century designs. With its wide stance and low projecting hipped roofs and wide projecting eaves, the house spreads as broadly as possible on its small urban lot. In section, the house is a split-level configuration with the entry, living room, dining room, sunroom and kitchen exist at grade and the bedrooms are accessed up half a flight of stairs and basement down half a flight of stairs. This configuration serves to keep the body of the house low on the site in contrast to a typical two story house with an attic, effectively achieving the appearance of other Prairie School structures that have the benefit of sprawling across much larger sites.

Exterior cladding of stucco with bands of painted wood trim are further representative of the Prairie School. Bands of casement windows with horizontal panes of glass exist at a majority of the corners of the house rather than the individual punched windows common in many revival style homes. Decorative planters extend from the wall of the building at several locations around the exterior and further the relationship between the landscape and the built house. The front and back entrances are somewhat obscured by these planters, forcing the visitor to discover the entrance to the house as with many of Wright's designs.
The Irving House is similar in plan and massing to the Isabel Roberts House in River Forest, Illinois, which was built in 1908 and published in the Wasmuth Portfolio in 1910. Van Bergen worked in Wright’s Oak Park office in 1909 and was the last remaining architect with Isabel Roberts (Wright’s office manager) when Wright left for Europe. While Van Bergen’s early work has many similarities to that of Wright, interestingly this is quite directly referential to a specific Wright design.

Evanston is home to several other houses and commercial buildings by other Prairie School architects from the late 19th and early 20th century and the relocated Irving House fits into this architectural context with its use of materials, massing, relationship to the landscape and historical context.

Criteria 4: Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, or the United States.

John Van Bergen (1885-1969) was raised in Oak Park, Illinois, the area that would come to be associated with Frank Lloyd Wright and the Prairie School. Van Bergen had little formal education in architecture. He was a student of architecture at the Chicago Technical College for only three months. He received his architectural training as an apprentice in the office of Walter Burley Griffin for two years. In 1909, Van Bergen was the last person hired to work in Frank Lloyd Wright’s Oak Park studio. While Van Bergen only worked in Wright’s office for one year before the office was shut down, he worked on many of Wright’s high-profile commissions. He also oversaw the completion of several designs once Wright had left the office for Europe. After leaving Wright’s office, Van Bergen started his own design office and continued practicing in the Prairie School through the 1930s, longer than most of his contemporaries. Most of Van Bergen’s houses are located in the Chicago suburbs.

In 1910, Van Bergen submitted a design to a competition held by the Building Brick Association of America. The contest involved designing a house to cost $4,000 and be economical, functional, and beautiful. Van Bergen’s design stood out from the hundreds of mostly historical revival style designs as it was one of only two Prairie School designs.

Van Bergen worked in the office of another former Wright employee, William Drummond from 1910 to 1911. After earning his architectural license in 1911, Van Bergen left the office of Drummond and opened his own office in Oak Park. The years of Van Bergen’s Oak Park office were some of his most prolific, with 32 projects between 1911 and 1920. Fifteen of Van Bergen’s architectural designs were included in the The Twenty-Eighth Annual Chicago Architectural Exhibition at the Art Institute in 1915.

During World War I, Van Bergen left his practice to volunteer for the war effort. interrupted his career to volunteer for service during World War I. Following the war, Van Bergen continued many of the ideas of the Prairie School where many of his contemporaries had moved to other design ideas. In 1921, Van Bergen moved his practice from Oak Park to Ravinia, which is today part of Highland Park. Van Bergen completed a number of designs for houses, schools and other projects during these successful inter-war years. Designs included a mix of those true to the Prairie School and others with a Modernist approach.
When the Irving House was designed in 1928, this was one of his designs true to the ideas and design approach of Frank Lloyd Wright and the pre-World War I years. Van Bergen referenced Wright’s design for the Isabel Roberts House from twenty years before. This period of Van Bergen’s career was interrupted when he volunteered during World War II. Following the war, Van Bergen had all but left his traditional Prairie School approach in favor of a type of organic modernism favored by Wright and others in the post-war period. Van Bergen continued in his Ravinia office until 1951 when he moved to the Chicago suburb of Barrington where he built a home and studio. His practice existed here until 1955 when he moved to California. His home and studio in Santa Barbara was the location of his practice until 1964 when a wild fire destroyed the buildings along with all of Van Bergen’s records and designs.

The Historic American Building Survey recognized the importance of Van Bergen’s designs as early as 1967. Van Bergen practiced as an architect until 1968. He died in 1969. Despite his large body of extant work and quality of design and construction of his many projects, he is less studied than many of his Prairie School contemporaries. The destruction of his archive of drawings and documents made it difficult to study his work and much of what has been researched has involved documenting his built projects. Van Bergen’s work was presented in an exhibition at the Chicago Architecture Foundation researched and organized by Martin Hackl. Van Bergen’s work was celebrated in October 2012 with “John Van Bergen Month” – a series of events, tours, lectures and public educational programming about the architect’s contribution to design and construction in the Chicago area and nationwide.

**Additional information**

Below is the list of known Van Bergen designed properties in Evanston.

<table>
<thead>
<tr>
<th>Built</th>
<th>Original Owner Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1914</td>
<td>George Ballard Residence</td>
<td>1026 Michigan Avenue</td>
</tr>
<tr>
<td>1914</td>
<td>Harold White Residence #1</td>
<td>741 N. Sheridan Road</td>
</tr>
<tr>
<td>1916</td>
<td>Louis Sherland Garage</td>
<td>1019 Davis (Substantially Altered)</td>
</tr>
</tbody>
</table>

**Attachments**

A. Site Plan  
B. Current House Plans  
C. Original Drawings  
D. Representative Photos
SCHEMATIC LOWER LEVEL PLAN
AREA: 1,235 SF
Photo 1: Current view of south façade.

Photo 2: Main façade at original Wilmette site.

Note: All images from the author unless noted otherwise.
Photo 3: Route of move to current site. Map from Google.

Photo 4: Locations of cut lines for move.
Photo 5: Process of cutting house.

Photo 6: Close up view of cut through house.
Photo 7: Chimney prior to removal.

Photo 8: Process of raising rear section of house.
Photo 9: Process of raising rear section of house.

Photo 10: Process of raising rear section of house.
Photo 11: Moving of house sections on original Wilmette site.

Photo 12: Moving of house sections on original Wilmette site.
Photo 13: Moving of house sections on original Wilmette site.

Photo 14: Moving of house sections on original Wilmette site.
Photo 15: Moving of house sections on original Wilmette site.

Photo 16: Temporary location between moves at Whole Foods, Green Bay Road, Evanston. Photo from The Evanstonian.
Photo 17: March 2015 moving of house sections.

Photo 18: March 2015 positioning of sections on new site.
Photo 19: Raising of sections on new site.

Photo 20: Pouring of new foundations below house sections.
Photo 21: Interior repairs.

Photo 22: New roofing and restored built-in gutters.
Photo 23: South façade at new site.

Photo 24: South façade, west end.
Photo 25: West façade.

Photo 26: North façade.
Photo 27: North and east facades.

Photo 28: East façade.
Photo 29: Main entrance.

Photo 30: Interior of main entrance.
Photo 31: Entry view toward dining room.

Photo 32: Entry view toward living room.
Photo 33: Living room looking south.

Photo 34: Living room view toward fireplace and loft.
Photo 35: Living room vestibule toward sunroom.

Photo 36: Sunroom looking east.
Photo 37: Sunroom view toward living room.

Photo 38: Living room fireplace toward dining room.
Photo 39: Dining room looking southwest.

Photo 40: Kitchen.
Photo 41: Kitchen.

Photo 42: Stairs looking toward loft.
Photo 43: Loft.

Photo 44: Loft.
Photo 45: Living room viewed from loft.

Photo 46: Upper level hallway viewed from loft.
Photo 47: Upper level hallway view of repaired section cut line.

Photo 48: Master bedroom.
Photo 49: Master bathroom.

Photo 50: Northwest bedroom.
Photo 51: Northeast bedroom.

Photo 52: Hall bathroom.
Photo 53: Unfinished basement.

Photo 54: Exterior view of soffits.
CITY OF EVANSTON
EVANSTON PRESERVATION COMMISSION

A RESOLUTION

Requesting the City Manager to Transmit
The Evanston Preservation Commission’s
Recommendation and Report that the City Council
Designate as an Evanston Landmark the
Property Located at 2771 Crawford Avenue

WHEREAS, on September 20, 2016, Christopher Enck and Martha
Skup (the “Applicants”), owners of the property located at 2771 Crawford Avenue
(“Subject Property”), submitted an application, nominating for landmark designation the
Subject Property; and

WHEREAS, in accordance with City Code Section 2-8-5 of the
Evanston City Code of 2012, as amended (the “City Code”), the Preservation
Commission conducted a public hearing and review process; and

WHEREAS, the Preservation Commission notified the property owners
Christopher Enck and Martha Skup, of 455 Birch Street, Winnetka, Illinois, 60093, of the
receipt of the application; and

WHEREAS, at its meeting of October 18, 2016, the Preservation
Commission held a public hearing, accepted testimony and other evidence, deliberated
and evaluated the application, testimony heard at the public hearing, and other
evidence; and

WHEREAS, on November 29, 2016, the Commission approved its
report and closed the public hearing; and
NOW, THEREFORE, BE IT RESOLVED BY THE EVANSTON
PRESERVATION COMMISSION OF THE CITY OF EVANSTON, COOK COUNTY,
ILLINOIS:

Section 1: The Commission determined that the application for
landmark designation of the property at 2771 Crawford Avenue is in conformity with City
Code Section 2-8-4, “Criteria for Designation.”

Section 2: The Commission recommends that the City Council
approves the application for the landmark designation of the property at 2771 Crawford
Avenue, as Subject Property meets the criteria for designation as an Evanston
Landmark under City Code Sections 2-8-4(A)(3), 2-8-4(A)(4), and 2-8-4(B).

Section 3: The report of the Commission’s findings is approved, and
attached hereto as Exhibit A and made a part hereof. The Chair and/or the Preservation
Coordinator may make such corrections and modifications thereto without change in
substance as they shall deem appropriate, consistent with this resolution.

Section 4: The City Manager is hereby requested to transmit the
Commission’s Recommendation and Report to the Mayor and the City Council.

Section 5: The Preservation Coordinator shall send the report to the
owner of record.

Adopted: November 29, 2016,       Yeas: 7       Nays: 0
Chair

Attest: 

Signed by: Karl Vogel

Date: 11/29/2016

Secretary

Date: 11/29/2016
City of Evanston
Evanston Preservation Commission

Report to the City Council

Recommendation that the House at 2771 Crawford Avenue
Be Designated as an Evanston Landmark

November 29, 2016

To the Honorable Mayor and the City Council of the City of Evanston:

COMMISSION'S RECOMMENDATION

The Preservation Commission recommends City Council to designate the structure at 2771 Crawford Avenue as an Evanston landmark. The nomination meets the City Code, Section 2-8-4 Criteria for Designation (A) 3, (A) 4 and (B).

BACKGROUND

Christopher Enck and Martha Krup (the “Applicants”), owners of the property located at 2771 Crawford Avenue (“Subject Property”), submitted an application on September 20, 2016, nominating the Subject Property for landmark designation.

In accordance to City Code Section 2-8-5 of the Evanston City Code of 2012, as amended (the “City Code”), the Preservation Commission (the “Commission”) conducted a public hearing on October 18, 2016.

COMMISSION'S FINDINGS OF FACT

The nomination of the Subject Property meets criteria for landmark designation of the
City Code, Section 2-8-4 “Criteria for Designation” as follows:

(A) 3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;

- The Prairie School was a late 19th and early 20th century movement of architecture and design that developed in the Midwestern region of the United States. Frank Lloyd Wright, John Van Bergen and their contemporaries sought to create a truly American style of architecture in contrast to the traditional European-revival styles more prevalent at the time. Later called “Prairie School” the work of these Midwestern architects strongly emphasized horizontality, reflecting the traditional vast open and flat prairie landscapes of Illinois and surrounding areas.
- The house at 2771 Crawford Avenue is representative of the Prairie School. It was built in 1928 (known as the James B. Irving House) and originally located at 1318 Isabella Street in Wilmette, Illinois.
- The house exhibits stucco exterior with bands of painted wood trim. Bands of casement windows with horizontal panes of glass. With its wide stance and low projecting roofs and wide projecting eaves, it further emphasizes the Prairie School architecture.
- Facing the threat of demolition, the house was moved to a temporary location in Evanston, Illinois in 2014.
- The house was moved to its current location at 2771 Crawford Avenue in Evanston Illinois in 2015.

(A) 4. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the City, the State, the Midwest region or the United States;

- John S. Van Bergen (1885-1969) is the architect of the house on the Subject Property. He was an apprentice in the office of Walter Burley Griffin for two years. In 1909, Van Bergen was the last person hired to work in Frank Lloyd Wright’s Oak Park studio.
- John S. Van Bergen earned his architectural license in 1911. He was a prolific architect with 32 projects between 1911 and 1920. He continued his architectural practice from offices in Oak Park, Ravinia, and Barrington until 1955. He also practiced in California until 1964.
- The Historic American Building Survey recognized the importance of Van Bergen’s designs as early as 1967. The Chicago Architectural Foundation honored and celebrated Van Bergen’s body of work with “Van Bergen Month” in October 2012.
- Two Evanston landmark houses (1026 Michigan Avenue and 741 Sheridan Road, both built in 1914) are Van Bergen designed houses. Over 160 buildings are credited to Van Bergen in the United States dating 1910 to 1967.
(B) Integrity of Landmarks and Districts. Any area, property, structure, site or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration.

Threatened with demolition, the James B. Irving House was moved from its original location at 1318 Isabella Street in Wilmette, Illinois to its current site at 2771 Crawford Avenue in Evanston, Illinois in 2015. Despite the drastic measure that required drastic measure separating the house structure into three sections, it was successfully secured to a new foundation and meticulously put back together. The house maintains its original design, interior and exterior materials and most of all its high degree of craftsmanship.

COMMISSION'S REPORT

The City Code Section 2-8-5 (E) requires that the Commission’s recommendation include a report with the following information:

1. Explanation of the significance or lack of significance of the nominated landmark or district as it relates to the criteria for designation;

   John Van Bergen (1885-1969) designed the James B. Irving House in the Prairie School style. Built in 1928 and originally located at 1318 Isabella Street in Wilmette Illinois, now located at 2771 Crawford Avenue, Evanston Illinois. The house represents Van Bergen’s early influence from his time in the Oak Park office of Frank Lloyd Wright.

2. Explanation of the integrity or lack of integrity of a nominated landmark or district;

   The house was threatened with demolition and moved to a temporary site in 2014 and then to its current location in 2015. Even though the house was separated in
three sections in order to be moved, the original architectural fabric remains. The
Irving house is an excellent example of the Prairie School house with quality design
and unaltered appearance.

3. Identification of critical features of the nominated landmark or areas, properties, sites
and objects in a nominated district to provide guidance for review of alteration,
construction, demolition or relocation;

The house retains a high degree of integrity in its original design and building
materials. It has a long, low hipped roof with flared eaves, grouped casement
windows, a minimum use of applied ornament and emphasis in horizontality which is
representative of Prairie School houses. Exterior features include cladding of stucco
with bands of painted wood trim, bands of casement windows with horizontal panes
of glass at the majority of the corners of the house.

4. Proposed design guidelines, if any, for review of alteration, construction, demolition
or relocation;

As a designated Evanston landmark, the James S. Irving House would be subject to
review for exterior work requiring a permit and when visible from the public way
under the City Code Section 2-8-9 Standards for Review of Alteration, Construction,
Relocation and Demolition.

5. A map showing the location of the nominated landmark or the boundaries of the
nominated district.

[See next page]
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION
Tuesday, November 29, 2016
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2404
7:00 P.M.


Members Absent: Julie Hacker

Staff Present: Carlos Ruiz, Senior Planner/Preservation Coordinator

Presiding Member: Diane Williams, Chair

CALL TO ORDER / DECLARATION OF QUORUM

With a quorum present Chair Williams called the meeting to order at 7:04 p.m.

OLD BUSINESS

A. PUBLIC HEARING

2771 Crawford Av. – Christopher Enck, applicant/owner. Approval of Commission’s Report with findings of fact, and adoption of Resolution requesting the City Manager to transmit the Commission’s recommendation and report to the City Council.

Commissioner Dudnik made a motion to re-open the public hearing for 2772 Crawford Av. that was continued at the October 18, 2016 meeting, seconded by Commissioner Bady. Motion passed unanimously.

Chair Williams said the Commission is reviewing the findings of fact, the Resolution, and the Commission’s recommendation to the City Council. The recommendation is that 2771 Crawford Av. be approved as an Evanston landmark.

With no further comments, Commissioner Schmitt made a motion to submit the Commission’s report with findings of fact, and recommending adoption of the Resolution
requesting that the City Manager transmit upon the Commission’s recommendation [designation of 2771 Crawford Av, as an Evanston Landmark] favorable report to City Council, seconded by Commissioner Itle. Motion passed unanimously.

Commissioner Bady made a motion to adjourn the public hearing, seconded by Commissioner Riessen Hunt. Motion passed unanimously.

ADJOURNMENT

The meeting was adjourned at 9:35 pm on November 29, 2016.

Respectfully submitted,

Carlos D. Ruiz, Preservation Coordinator
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION
Tuesday, October 18, 2016
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2404
7:00 P.M.


Members Absent: Sally Riessen Hunt

Staff Present: Carlos Ruiz, Senior Planner/Preservation Coordinator

Presiding Member: Diane Williams, Chair

CALL TO ORDER / DECLARATION OF QUORUM

With a quorum present Chair Williams called the meeting to order at 7:04 p.m.

PUBLIC HEARING

2771 Crawford Av. – Christopher Enck, applicant/owner. Nomination application for landmark designation of the house at 2771 Crawford Av.

Christopher Enck, owner, presented his application nominating the building at 2771 Av. for landmark designation. C. Enck said John S. Van Bergen, architect, designed the Prairie School house, built in 1928 and originally located at 1318 Isabella St., Wilmette, IL, also known as the John S. Irving house. Threatened with demolition, the house was split in three sections. It was moved to a temporary location in Evanston in 2014, and then moved to its current location at 2771 Crawford Av. Evanston, IL in 2015.

Christopher Enck said the Irving house meets criterion 2-8-4 (A) 3, because it is an excellent representative of the Prairie School with its low projecting hipped roofs, wide projecting eaves, exterior stucco finish, bands of painted wood trim, and bands of casement windows. The house was carefully reassembled on a new foundation, retaining its quality design and restoring the interior and exterior, with new plumbing and electrical service.
Christopher Enck said the house meets, criterion 2-8-4 (A) 4. John S. Van Bergen, architect (1885-1969), was hired in 1909 at the Frank Lloyd Wright’s Oak Park studio. Van Bergen worked in many of Wright’s high-profile commissions. He later established his own practice, designing 32 projects from his studio in Oak Park from 1911 to 1920. John Van Bergen was credited with over 160 designs until his death in 1969. Van Bergen is recognized as one of the most prominent architects that developed the Prairie School architecture. The Chicago Architectural Foundation, in an exhibit researched and organized by Martin Hackl, celebrated Van Bergen’s contribution to design and construction in the Chicago area and nationwide in October 2012 with “John Van Bergen Month.”

Christopher Enck noted two Evanston landmarks that Van Bergen designed; the George Ballard residence (1914) at 1026 Michigan Av., and the Harold White Residence #1 (914) at 741 Sheridan Road.

Commissioner Itle made a motion directing staff preparing the findings of fact for 2771 Crawford Av. for designation as a local landmark, in that criteria 2-8-4 (A) 3 and 4 apply; and that the Commission recommends that City Council designates the house as a landmark, seconded by Commissioner Dudnik. Motion passed unanimously.

Commissioner Itle made a motion to continue the hearing to the November 29, 2016, seconded by Commissioner Hacker. Motion passed unanimously.

**ADJOURNMENT**

The meeting was adjourned at 9:55 pm on October 18, 2016.

Respectfully Submitted,

Carlos D. Ruiz, Preservation Coordinator
For City Council Meeting of January 9, 2017  
Item H1  
Ordinance 94-O-16, Amending City Code 9-4-8 (A): Impoundment Procedures.  
For Action

Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager  
Mark Muenzer, Director of Community Development  
Maleka Sumar, Management Analyst

Subject: Ordinance 94-O-16 amending City Code 9-4-8(A) to align Animal Impoundment Procedures with current policies and procedures

Date: December 13, 2016

Recommended Action:
Staff recommends City Council adoption of Ordinance 94-O-16 amending City Code 9-4-8(A) to align animal “Impoundment Procedures” in accordance with the current policies and procedures set forth by the City of Evanston.

Funding Source:
N/A

Livability Benefit:
Equity and Empowerment: support quality human service programs

Summary
On October 12, 2016, the Animal Welfare Board voted unanimously to amend the impoundment procedures as it relates to disposition of unredeemed animals in accordance with current policies and procedures set forth by the City of Evanston.

Subsequently, on December 5, 2016, the Human Services Committee unanimously adopted Ordinance 94-O-16 amending the City Code 9-4-8 (A).

Attachments
Ordinance 94-O-16  
Draft Animal Welfare Board Meeting Minutes – October 12, 2016
AN ORDINANCE

Amending City Code Section 9-4-8, “Impoundment Procedures”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: City Code Section 9-4-8 of the Evanston City Code of 2012, as amended (“City Code”), is hereby amended and shall read as follows:

9-4-8. - IMPOUNDMENT PROCEDURES.
(A) Disposal Disposition Of Unredeemed Animals: Unrestrained dogs may be taken by police or the animal control officer and impounded in an animal shelter, and therein confined in a humane manner. Impounded animals shall be kept for not less than seven (7) days unless reclaimed, upon a showing of proof of rabies inoculation by their owners. If the owner can be identified by a license tag or by other means, the owner shall be notified immediately upon impoundment by telephone or mail of the impoundment of the animal. Animals not claimed by their owners within seven (7) days, or placed in suitable new homes, shall be humanely euthanized by the Animal Control Warden or by an agency delegated by him/her to exercise that authority. They become the property of the City of Evanston and any such animal’s subsequent disposition will be in accordance with the policies and procedures set forth by the City of Evanston.

(B) Redemption Of Impounded Animals: An owner reclaiming an impounded animal shall pay a fee of ten dollars ($10.00) plus three dollars ($3.00) for each day that the animal has been impounded; provided, however, that where such animal is unlicensed the fee shall be increased by the cost of the license, said amount to include the issuance of a license.

(C) Option Of Animal Control Warden To Proceed Against Owner For Violation: In addition to the authority granted in Subsection (A) of this Section, the Animal Control Warden, or a police officer, shall issue to any person violating any provisions of this Chapter a notice of ordinance violation. Such notice shall disclose the penalty provided by ordinance for such violation which may, at the discretion of the violator, be paid to the City Collector within ten (10) days of the issuance of said notice in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the ten (10) day period, a complaint may be filed in the circuit court of Cook County and upon conviction thereof the violator shall be punished in accordance with the provisions of Section 9-4-20 of this Chapter.
SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect after its passage.

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.

Introduced:_________________, 2016

Approved:__________________________, 2016

Adopted:_________________________, 2016

________________________________________

Elizabeth B. Tisdahl, Mayor

Attest:______________________________

W. Grant Farrar, Corporation Counsel

Rodney Greene, City Clerk

Approved as to form:
MEETING MINUTES

Animal Welfare Board
Wednesday, October 12, 2016
7:00 pm
Lorraine H. Morton Civic Center

Members Present: Chair Meredith Rives, Vice Chair Jill Cabot, Ald. Melissa Wynne, Ruth Ann Hladish and Dianne Valleta

Members Absent: Vicky Pasenko

Staff Present: Assistant City Manager/CFO Marty Lyons, Assistant to the City Manager Kimberly Richardson, Animal Warden David Rose and Management Analyst Maleka Sumar

Presiding Member: Chair Meredith Rives

CALL TO ORDER

Chair Meredith Rives recognized a quorum and called the meeting to order at 7:02 p.m.

The Board moved and unanimously approved its minutes of April 13, 2016.

Reports

a) EPD Animal Control
   I. EPD Animal Warden David Rose presented Animal Control reports from April through September (Q&A and discussion followed).

b) EASA Report Review
   I. Evanston Animal Shelter Report to date was reviewed by board and a discussion followed on intake, foster animals, euthanasia and baseline number of animals in the shelter. Board members praised the shelter staff for very low euthanasia numbers. Members discussed ideas for additional visibility and press release opportunities for the good work performed by the shelter staff. Additional questions came-up for shelter staff and Board Member Vicky Pasenko which would be circulated by staff in the form of an email.
Business/Discussion

a) Ordinance 94-O-16 amending City Code 9-4-8, Impoundment Procedures were discussed and amendments were adopted unanimously 5-0 to forward to Human Services Committee. Ald. Wynne moved to adopt and forward the amendments to Human Services Committee, seconded by Vice Chair Jill Cabot.

b) Ordinance 91-O-16 amending Title 2, Chapter 3 of the Evanston City Code, Animal Welfare Code – suggestions from Law dept. were reviewed, amended and adopted 5-0 to forward to the Rules Committee. Ald. Wynne moved to adopt and forward the amendments to Rules Committee, seconded by Vice Chair Jill Cabot.

c) A discussion took place on the Feral Cat Program in reference to Human Services Committee Meeting item on October 4, 2016. Animal Welfare Board members expressed an interest in being included in the decision making process. Chair Rives stated that she will be meeting with Mr. Ike Ogbo from Health Dept. in the coming days. The board also requested that Mr. Ogbo should be invited to the next Animal Welfare Board meeting in January.

d) The board voted and re-elected its Chair and Vice-chair through unanimous approval. Chair – Meredith Rives, Vice-Chair – Jill Cabot.

e) 2017 meeting dates were established (Jan 11, April 12, July 12, Oct 11)

f) Assistant to the City Manager Kimberly Richardson discussed Volunteer Evanston website which provides press release and volunteer opportunities for the shelter staff.

Citizen Comment
None

Other Comments
Vice Chair Jill Cabot handed out flyers on a fundraising event Trick or Treat Trot for Tails Walkathon for Evanston Animal Shelter on October 29, 2016.

ADJOURNMENT
Board adjourned its meeting at 8:23 pm.

NEXT MEETING
Wednesday, January 11, 2017 at 7:00 p.m.
Lorraine H. Morton Civic Center, Room 2404

Respectfully Submitted,
Maleka Sumar, Management Analyst
To: Honorable Mayor and Members of the City Council  
Members of the Human Services Committee  

From: Lawrence C. Hemingway, Director, Parks, Recreation and Community Services  

Subject: 126-O-16 Amending Title 3, Chapter 22 to Revise Farmers’ Market Regulations to Permit Farmer Cooperative and non-Evanston bread makers to sell products at the Evanston Farmers’ Market  

Date: January 9, 2017  

Recommended Action:  
City staff recommends that City Council adopt proposed Ordinance 126-O-16 authorizing amendments to Title 3, Chapter 22, to include permitting farmer cooperatives, as well as, update the City ordinance that governs the market to match how the Evanston Farmer’s Market is currently operated.  

Funding Source:  
No impact  

Livability Benefits:  
Health and Safety: Provide fresh, healthful foods. Improve health outcomes.  

Summary:  
In March 2016, a rule change was suggested to exclude non-Evanston bakers from the Farmers’ Market for the 2016 market season. This change was discussed by some City staff in summer of 2015 to be implemented in 2016 based on complaints from some bakeries. The complaints noted that there were too many out of town bakers selling at the Evanston Farmers’ Market causing too much competition at the market for the Evanston brick and mortar establishments.  

This rule change was not shared timely with the vendors as they had already committed to the Evanston Farmers’ Market in January, leaving them no alternative arrangements for the 2016 Market season.  

At the direction of the City Manager, I was tasked with benchmarking other local farmer’s markets to identify how they operate regarding local bakeries, value added products and any limitations or restrictions on items sold at a market.
This led me to develop the following questions while visiting other local farmer's markets in this area:

1. In addition to the traditional farmer vendors, what else should make up the market?
2. Should all vendors of all types be welcome?
3. Should there be limits to the number of vendors selling the same products?
4. Should Evanston businesses with brick and mortar stores be given special standing at the market?
5. Do the current restrictions on items sold at the market make sense?

The following table helped answer the above questions:

<table>
<thead>
<tr>
<th>City</th>
<th>Produce</th>
<th>Meat &amp; Eggs</th>
<th>Bakeries</th>
<th>Cheese</th>
<th>Value Added</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palatine</td>
<td>5</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Andersonville</td>
<td>10</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Daley</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>22</td>
</tr>
<tr>
<td>Greenville City (Lincoln Park)</td>
<td>26</td>
<td>17</td>
<td>4</td>
<td>6</td>
<td>18</td>
</tr>
<tr>
<td>Schaumburg</td>
<td>9</td>
<td>1</td>
<td>6</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>Evanston</td>
<td>21</td>
<td>9</td>
<td>8</td>
<td>2</td>
<td>11</td>
</tr>
</tbody>
</table>

During our benchmarking efforts it became clear each market visited was no longer limited to just traditional farmers or producers of produce. All markets had a large number of vendors, local and non-local based, that sold a variety of goods that included baked goods, meats, cheeses, and other items.

We also interviewed the operators or management of the markets and asked are there restrictions on any category for local businesses only? Each market visited, responded by stating there are no restrictions on non-local vendors participating or there is no special treatment given to any local vendor that participates in their market.
Illinois is 3rd in the nation for the number of farmers markets. Over 8,000 farmers markets across the country offer consumers farm-fresh, affordable, convenient, and healthy products such as: fruits, vegetables, cheeses, herbs, fish, flowers, baked goods, meat and much more. Markets have transformed over the years to include many more products as customers are looking for more variety in their neighborhood markets. The language in our ordinance needed to be updated to reflect the new federal legislation of the Food Safety Modernization Act (FSMA) and the current Farm Bill by the USDA.

Working with the Friends of the Evanston Farmers’ Market (501-C-3) we drafted new appropriate language to the existing ordinance as recommended being in line with the current federal laws and current operations. In addition, a survey was offered at the Evanston Farmers Market on four Saturdays and on the Friends of the Evanston Farmers’ Market website, addressing what the community wanted at the market.

**Legislative History**
On December 5, 2016 the Human Services Committee reviewed Ordinance 126-O-16 and recommended approval. On December 12, 2016 the Ordinance was introduced to the full City Council for consideration. Tonight the Ordinance is presented to Council for action.

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**Attachments:**
Ordinance 126-O-16 Amending Title 3, Chapter 22

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AN ORDINANCE

Amending Title 3, Chapter 22 to Revise Farmers Market Regulations to Permit Farmer Cooperative and non-Evanston bread makers to sell products at the Evanston Farmer’s Market

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

SECTION 1: Title 3, Chapter 22 “Farmers’ Market” of the Evanston City Code of 2012 (“City Code”) is hereby amended to read as follows:

3-22-1. - DEFINITIONS.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVANSTON CHARITABLE NOT-FOR-PROFIT ORGANIZATIONS.</td>
<td>Any organization with its headquarters or primary place of operation within the City of Evanston and defined under applicable Illinois and Federal Tax Code provisions as a not-for-profit corporation.</td>
</tr>
<tr>
<td>FARMERS’ MARKET.</td>
<td>A designated space within the City of Evanston in which at regularly prescribed intervals, approved vendors may sell agricultural products and other goods directly to the public in accordance with this Chapter.</td>
</tr>
<tr>
<td>FOOD EDUCATIONAL DEMONSTRATION.</td>
<td>Exhibits featuring food preparation by local chefs, restaurants, caterers, and nutritional educators, who reside in or have a place of business in Evanston and non-for-profit organizations.</td>
</tr>
<tr>
<td>HOME GROWN ARTIST.</td>
<td>An artist or artisan with a residence, studio, or place of business in Evanston or who works as an artist or artisan in Evanston.</td>
</tr>
<tr>
<td>IMMINENT HEALTH HAZARD.</td>
<td>A product, practice, circumstance, or event that poses a significant threat or danger of injury to the health and safety of persons without immediate correction or cessation.</td>
</tr>
<tr>
<td>LOCAL/LOCALLY.</td>
<td>Of a midwestern state as defined by the United States Census Bureau; specifically, the States of Illinois, Indiana,</td>
</tr>
<tr>
<td><strong>MARKET MASTER.</strong></td>
<td>Iowa, Kansas, Michigan, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.</td>
</tr>
<tr>
<td><strong>MARKET MASTER.</strong></td>
<td>The Director of the Parks, Recreation, and Community Services Department, or other individual selected by the Evanston City Manager or his/her designee to organize and regulate the farmers' markets.</td>
</tr>
<tr>
<td><strong>VENDOR.</strong></td>
<td>An approved individual, farm, business, or organization selling or offering for sale at Evanston farmers' markets items deemed saleable under this Chapter.</td>
</tr>
<tr>
<td><strong>COOPERATIVE FARMER</strong></td>
<td>A farmer that shares land, or farm as neighbors, or farm together in a community or a region.</td>
</tr>
<tr>
<td><strong>VALUE-ADDED PRODUCT</strong></td>
<td>A change in the physical state or form of the product (such as milling wheat into flour or making strawberries into jam) or the production of a product in a manner that enhances its value, as demonstrated through a business plan (such as organically produced products).</td>
</tr>
<tr>
<td><strong>COTTAGE FOOD OPERATION</strong></td>
<td>A person who produces or packages non-potentially hazardous food in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member, stored in the residence where the food is made.</td>
</tr>
</tbody>
</table>

### 3-22-2. - SUPERVISION AND CONTROL OF MARKET.

(A) This Chapter applies to all farmers' markets within the City of Evanston (the "City") at which vendors need City approval to operate.

(B) The City, at all times, shall have the right to relocate or discontinue a market, to specify the days and times of its use, to regulate what goods may be sold, and to stipulate which vendors may sell within the market.

(C) The market master Market Master or his/her or her designee shall review the application of any vendor wishing to offer items for sale at the markets, issue permits and collect fees therefore, assign spaces to vendors, maintain a system of bookkeeping for the markets, maintain the markets' cleanliness, and enforce the market regulations and issue penalties as necessary.

### 3-22-3. - YEARLY AND DAILY SPACE RENTAL FEES.

(A) **Rental of space required.** No vendor shall sell or offer for sale any product without having first applied for a space at the market and paid the applicable fees. Fees shall be paid in advance of space occupancy.
(B) **Yearly rentals.** An approved application and payment of the yearly space rental fee shall entitle a vendor to its designated market space for one (1) calendar year (three hundred sixty-five (365) days) one (1) market season, starting the first day of the market season, unless its vending space is closed or the space is revoked for a violation of this Chapter or other law.

(C) **Daily rentals.** A vendor may obtain a daily permit, entitling the vendor to occupy space in the market for one (1) day, and sell goods in accordance with all the provisions of this Chapter, unless its vending space is closed or the space is revoked for a violation of this Chapter or other law.

(D) **Amount of fees.** The applicable yearly or daily space rental fees shall be determined annually by the City of Evanston and collected by the market master.

### 3-22-4. - APPLICATION REQUIREMENTS.

(A) An applicant for a vending space at a farmers' market shall submit to the market master, along with the required fee, an application containing all of the following information:

1. Name and address of applicant;
2. Products for which vending space is sought;
3. Affidavit certifying that articles offered for sale are locally grown, cultivated, created, produced or prepared;
4. Affidavit certifying that articles offered for sale are: (a) of the vendor's own growing, cultivation, creation, production, or preparation; or (b) from the actual raiser, a cooperative farmer, cultivator, creator, producer, or preparer and that the applying vendor is authorized sell such products, with full disclosure to the consumer of their source;
5. For farmer-vendors, a description of farming practices and copies of any certifications (showing certifying body and date of certification);
6. Evidence that the vendor's real estate and property taxes and Illinois sales taxes have been paid during the previous market season;
7. State sales tax permit number. Vendors must hold a current Illinois sales tax license in order to qualify for a space at a farmers' market; and
8. Proof of insurance in an amount of $1,000,000 coverage and form approved by the City. Under no circumstances shall the City insure or indemnify any vendor, nor shall the City be liable in contribution for any damages for which a vendor is deemed liable.

(B) Applications shall be approved in the sole and exclusive discretion of the market master or his/her designee, but under no circumstances shall an application be approved unless all of the information and documentation required by Subsection (A) is provided.

### 3-22-5. - SPACE ALLOCATION.

Once a vendor's application is approved and its fee paid, the vendor shall be assigned a vending space. Assignment of spaces is within the market master's discretion.
or his/her designee exclusive discretion, and shall be generally, but not necessarily, in accordance with the order in which applications are submitted and fees are paid.

3-22-6. - ADDITIONAL REQUIREMENTS FOR VENDORS.

(A) No vendor shall sell at a farmers' market within the City unless it:
   1. Resides or operates locally; and
   2. Sells items:
      (a) Of the vendor's own growing, cultivation, creation, production, or preparation; or
      (b) Originating from another grower, cooperative farmer, cultivator, creator, producer, or preparer that gives its explicit written permission to the vendor to sell its items on its behalf.

(B) Each vendor shall post within its allocated market space signs approved by the marker master Market Master or his/her designee stating:
   1. Vendor's legal name;
   2. Vendor's home location;
   3. The general type of items being offered for sale by the vendor, such as fruit, produce, or baked goods; and
   4. The name of each item offered for sale must be labeled in the vendor's rental space; and the name and location of the source.
   5. The name of the cooperative farmer and location of their source must be labeled.

(C) Vendors shall be financially self-sufficient and operate at no cost to the City.

(D) No vendor shall solicit business by hawking or crying out.

3-22-7. - SALEABLE ITEMS.

(A) Items allowable for sale at the markets:
   1. Must be locally grown, cultivated, created, produced or prepared;
   2. Must conform to all federal, state and local public health and food safety regulations; and
   3. Shall May include any or all of the following items:
      (a) Produce such as fruits or their juices and vegetables;
      (b) Edible grains, nuts and berries;
      (c) Apiary products, maple sugar and syrups, only if properly labeled in accordance with state standards for labeling;
      (d) Baked goods as specified in Subsection (D) of this Section;
      (e) Meat, fish, poultry, eggs, and dairy products including natural cheeses; provided that vendors may sell only USDA prepackaged meat from animals from their own farms, or from a cooperative farmer and that the sale of such meat must conform to the Illinois Retail Food Store Sanitation Rules and Regulations and the Evanston Health and Sanitation Code.
      (f) Cut or potted flowers and plants;
      (g) Artwork and hand-crafted items, if sold during "Home Grown Artists" events; and
(h) Prepared foods, either as part of food demonstrations or with the approval of the market master Market Master or his/her designee; and
(i) Value-added Products
(j) The Farmers’ Market may also permit knife sharpening for patrons for free.

(B) Items not allowable for sale at the markets shall include those that are:
1. Unwholesome or spoiled; or
2. Prohibited by the Evanston Department of Health and Human Services.

(C) Items sold according to weight must be sold in accordance with the established standards for weight of the State of Illinois and City of Evanston.

(D) The sale of baked goods bread shall be allowed by vendors that are by Evanston based and non-Evanston based food establishments issued a license or permit licensed by the City Evanston Department of Health and Human Services of Evanston under the following conditions:
1. The bread Baked goods must have been made from all fresh ingredients and processed on-site at the licensed or permitted food establishment, including all mixing, shaping, final proofing, and baking. No baked goods bread can be sold if the dough has been prepared off-site, even if it is baked on the premises of the licensed or permitted food establishment;
2. Eligible vendors of bread shall be those licensed or permitted food establishments where baked goods bread and pastries are the primary items for sale, such as bakeries; and
3. Charitable and Not-for-profit organizations that are not licensed food establishments may not sell baked goods bread as vendors at the farmers’ markets, but shall be occasionally permitted to sell bread and other baked goods, in the discretion of the Market Master or his/her designee, at "special events" as defined in this Chapter and subject to the limitations prescribed.
4. Cottage Food Vendors must be registered with the Evanston Department of Health and Human Services as a cottage food vendor and must adhere to all regulations and standards set forth in the Illinois Food Handling Regulation Enforcement Act, 410 ILCS 625/4, which permits certain foods to be sold at the market at the discretion of the Market Master or his/her designee.
5. Value-Added Products can be sold at the market at the discretion of the Market Master or his/her designee.

3-22-8. - PUBLIC HEALTH AND SAFETY.

At all times, all vendors and participants at the farmers’ markets shall comply with all applicable local, state and federal laws pertaining to public health and food safety, including, but not limited to: Hand-washing, food protection and storage, food labeling, food service (including temperature regulation), and vector control.

(A) General provisions. At all times vendors shall transport and display food with adequate protection against contamination. Delivery trucks and other equipment for transportation and display shall be kept clean. Vendors shall not allow any waste,
garbage or refuse to remain on or near the vending space after the close of market hours on any market day. No vendor shall sell, serve or offer for sale any food items for human consumption without prior approval and permits issued by the Evanston Health and Human Services Department Director or his/her designee, requiring a written statement from the Evanston Health Director that the product is in compliance with storage and display standards, withoutfirst obtaining such statement.

(B) Incorporation of local law. Title 8 of the Evanston City Code, "Health and Sanitation," is incorporated herein, and the penalties specified therein shall apply in full force. Vendors and other sellers or preparers of food at the farmers' markets shall comply at all times with Title 8 and all other local laws and regulations pertaining to public health, sanitation, food preparation and food safety. Failure to comply with all such local laws may result in the revocation of vending space, in the discretion of the Health Director or his/her designee.

(C) Incorporation of state and federal law. Vendors and other sellers or preparers of food at the farmers' markets shall comply at all times with all state and federal laws and regulations pertaining to public health, sanitation, food preparation and food safety. Failure to comply with all such laws may result in the revocation of vending space, in the discretion of the Evanston Health Director or his/her designee.

(D) Access. The Health Director or his/her designee, upon the presentation of identification, shall be permitted to enter any vending space, food demonstration space, or special event space in a farmers' market for the purposes of making inspections to determine compliance with this Chapter and other applicable law. The Health Director and his/her designees shall be permitted to examine records of the vendor or other seller or preparer of food, to obtain information pertaining to the food and supplies purchased, sold, received or used.

(E) Closure. At any time, the Health Director or his/her designee may, in his/her or her exclusive discretion, require the immediate closure of any booth, stand, or other vending space presenting an imminent health hazard. In the event of such closure, all vending, marketing, and associated activity must cease until approval to operate is granted after inspection.

(F) Except as otherwise provided by law, the following shall be prohibited within any farmers' market:
    1. Live animals and pets, other than service animals; and
    2. Riding of bicycles, scooters, skateboards, and the like, including motorized versions of the same, except as required to accommodate a physical disability.

3-22-9. - SPECIAL EVENTS.

Any activity that takes place on the grounds of a farmers' market but is not the sale of food items that are locally grown, cultivated, created, produced, or prepared, and sold by an approved vendor under this Chapter shall be designated a "special event" and shall be subject to the limitations in this Section.

(A) Home-grown artists events.
1. Shall be approved by and held on dates designated by the Market Master or his/her designee;
2. Shall be limited to the number of artists' tents designated by the Market Master or his/her designee; and
3. Shall be held in a contained area of the market as designated by the Market Master or his/her designee.

(B) Food demonstrations.
1. Shall be approved by and held on dates designated by the Market Master or his/her designee;
2. Shall be limited to the number of demonstration stations designated by the Market Master or his/her designee;
3. Shall be held in a contained area of the market as designated by the Market Master or his/her designee; and
4. Shall be pre-approved by the Health Director or his/her designee and shall at all times comply with all applicable public health and sanitation laws and regulations as set forth in Section 3-22-8.

(C) Fundraising bake sales.
1. Evanston charitable Not-for-Profit organizations shall be permitted occasionally to sell or distribute baked goods items at farmers' markets to raise funds or awareness, but not as a routine business. Nothing in this Section entitles a charitable or not-for-profit organization to operate as a "vendor" within the meaning of this Chapter;
2. Fundraising bake sales shall be held only with the prior approval of the Market Master or his/her designee, who shall reasonably limit the number of vending spaces designated for such use on any given market day; and
3. A fundraising bake sale may consist of the sale of only home-baked goods (breads, pastries, and like baked items) not requiring refrigeration. The items may be prepared in non-inspected kitchens; however, it is strongly recommended that the preparation of food items for sale take place in a licensed or permitted food establishment or controlled environment such as a club or church kitchen.

(D) Additional special events to be held in conjunction with the farmers' markets shall be conducted and regulated under the sole discretion and authority of the Market Master or his/her designee.

3-22-10. - ENFORCEMENT AND PENALTIES.

Any person violating any of the provisions of the Chapter shall be subject to a fine not to exceed five hundred dollars ($500.00), or, alternatively, the penalty prescribed in any applicable provision of the Evanston City Code. A separate offense shall be deemed committed each day such violation shall continue. The Market Master or his/her designee may, in his/her sole discretion, revoke the vending space of any vendor or special-event space holder for violations of this Chapter, irrespective of the severity, number, or duration of said violations.
SECTION 2: That 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: That all ordinances, or parts thereof, which are in conflict with this amendment are hereby repealed.

SECTION 4: That if any provision of this Ordinance 126-O-16, or application thereof to any person or circumstance, is held unconstitutional or otherwise invalid, such invalidity shall not affect the applicability of the other provisions of this Ordinance 126-O-16.

SECTION 5: That this Ordinance 126-O-16 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2016
Adopted: _________________, 2016
Approved: _____________________, 2016

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:
Approved as to form:

______________________________
Rodney Greene, City Clerk

______________________________
W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council

From: Paul Zalmezak, Senior Economic Development Coordinator
       Martin Lyons, Assistant City Manager

Subject: Resolution 2-R-17, CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

Date: December 13, 2016

Recommended Action:
Staff and the Economic Development Committee recommend City Council approve Resolution 2-R-17, authorizing the City Manager to negotiate a grant agreement with Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” for an amount not to exceed $75,000, to help facilitate business creation opportunities for primarily low- and moderate-income Evanston residents.

Funding Source:
Funding will be from the Community Development Block Grant’s Economic Development Fund (Account 215.21.5260.63064).

Livability Benefits:
Economy & Jobs: Expand job opportunities, Develop workforce
Equity & Empowerment: Support quality human service programs

Background:
The Sunshine Enterprises Community Business Academy program is offered three times annually in twelve week sessions to cohorts of up to 20 individuals. The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston and the City’s CDBG Neighborhood Revitalization Strategy Area (NRSA).

Sunshine Enterprises has implemented a successful launch of the Rising Tide Capital Community Business Academy program in Chicago’s Woodlawn Neighborhood and in Evanston. Sunshine Enterprises is the first licensee of Rising Tide Capital of Jersey City, NJ. As summarized on the Rising Tide Capital website, “The Community Business Academy (CBA) is an intensive course in basic business management and planning, where entrepreneurs gain hands-on familiarity with the fundamental concepts, tools, and skills needed to plan and run a successful business. The Community Business
The City Council approved funding for Sunshine Enterprises on December 14, 2015 for an amount not to exceed $150,000 for three cohorts, up to $50,000 each. Under the agreement Sunshine Enterprises requests up to $50,000 at the beginning of each cohort. The original staff recommendation to City Council included consideration of a three year partnership with Sunshine Enterprise. The first year of this agreement, (nearing completion), the City Council approved a funding partnership up to $150,000. Staff recommended returning for additional funding in years two and three. In year two of the partnership, to begin January 2017, the funding would be reduced to a maximum of $75,000, and in year three, reduced to a maximum $50,000.

Summary:
Sunshine Enterprises is seeking $75,000 from the city to continue its efforts to help facilitate business creation opportunities for Evanston residents. Staff is seeking an Economic Development Committee recommendation to City Council to consider approval of this request for 2017.

In 2016, the Economic Development Committee required that the allocation be divided into two payments each for each cohort for a total of six payment requests. Staff is proposing to streamline this payment process as a result of Sunshine Enterprises proven track record in 2016 and the fact the allocation is being reduced by 50% for 2017. The $75,000 allocation would be distributed in three payments of $25,000 at the beginning of each cohort upon Sunshine Enterprises submitting a list of registrants demonstrating 75% of the cohort participants as Evanston residents. Payment will be reduced proportionally if Sunshine Enterprises fails to register a cohort of 75% Evanston participants.

As was customary during the 2016 partnership agreement, upon the completion of each cohort, Sunshine Enterprises will present a report to staff and the Economic Development Committee summarizing the individual accomplishments of each participant including:

1. Participant contact information
2. Participant income information (required by CDBG)
3. Type of business
4. Status of business
5. Plan for ongoing business acceleration services support (if applicable),
6. Explanation for no further support (if applicable).

Furthermore, on a quarterly basis Sunshine Enterprises will continue to provide an aggregated report focusing on four key metrics:

1. **Number of New Businesses Started:** Defined as an individual actively engaged in selling a product or service, generating sales
2. **Number of Businesses Strengthened:** Defined as a business that successfully completes a significant, tangible project with Community Business Academy (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability

3. **Number of Businesses Expanded:** Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space

4. **Number of New Jobs Created:** Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.

During the agreement period, Sunshine Enterprises will continue to monitor progress of previous participants in these reports – in essence, building a database of program performance and a means for city staff to assist with potential business attraction and expansion efforts.

Note: Information for each of these key metrics will be provided based on activities undertaken by Evanston residents as compared to non-Evanston residents and where businesses are opened (within Evanston or outside of Evanston).

**Economic Development Plan:**
Sunshine Enterprises’ proposal is aligned with the key economic development principles in the adopted 2015 Economic Development Work Plan, including: attraction of new businesses; entrepreneurship support; and West Side business district revitalization.

**Livability Benefits:**
In efforts to promote Evanston as the most livable City, the Economic Development Committee approved the implementation of a Livability Public Benefits requirement for recipients of City of Evanston economic development funding. The requirement was envisioned as a way of requiring private sector recipients of city funding to provide an enhanced level of service improving the livability of residents and employees. Examples include higher than average wages, dependent care and health care benefits, diversity support, housing assistance, and health and wellness support. Each requirement is worth one to three points. Applicants are required to achieve a score of at least 5 out of 12 points.

The Sunshine Enterprises proposal is unique in that it is a program that in and of itself enhances the livability of the City by providing direct services to a targeted population. Therefore, staff recommends waiving the scoring system in this case and instead, Sunshine Enterprises agrees to allow City of Evanston staff to present the livability initiatives to participants of the Community Business Academy.
Legislative History:
The Economic Development Committee voted unanimously 11-0 on November 16, 2016 to recommend approval of the program and funding of $75,000.

Attachments:
Resolution 2-R-17 with agreement
2-R-17

A RESOLUTION

Authorizing the City Manager to Execute a CDBG Grant Agreement with Sunshine Gospel Ministries d/b/a “Sunshine Enterprises”

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

SECTION 1: Sunshine Gospel Ministries, an Illinois not-for-profit corporation d/b/a “Sunshine Enterprises”, offers a workforce development cohort program focused on providing courses on basic business management and planning skills to minorities and women; and

SECTION 2: The City Council hereby agrees to provide Community Development Block Grant (CDBG) funds to Sunshine Enterprises in the amount of $75,000 to continue the workforce development courses in Evanston.

SECTION 3: The City Manager is hereby authorized and directed to sign a CDBG grant agreement between the City and Sunshine Gospel Ministries, attached hereto as Exhibit 1 and incorporated herein by reference (the “Agreement”).

SECTION 4: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City and must be in a form acceptable to the Corporation Counsel.

SECTION 5: This Resolution 2-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

Rodney Greene, City Clerk

Adopted: ________________, 2015

Elizabeth B. Tisdahl, Mayor
EXHIBIT 1

Grant Agreement By and Between the City and Sunshine Gospel Ministries d/b/a Sunshine Enterprises
CITY OF EVANSTON
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT

This AGREEMENT is made on this _____ day of ____________ 2017, by and between the City of Evanston, an Illinois Municipal Corporation (hereinafter “CITY”) and the Sunshine Gospel Ministries, an Illinois not-for-profit corporation, d/b/a “Sunshine Enterprises” (hereinafter “SUBRECIPIENT”).

RECITALS

WHEREAS, the program described herein is being funded by a Grant from the City of Evanston, Illinois as part of the City’s Community Development Block Grant (CDBG) program, which is authorized under Title I of the Housing and Community Development Act of 1974, as amended, and the City will utilize CDBG funds from FY 2011 – 2013 that are allocated for economic development activities in the 2016 Action Plan to fund the program; and

WHEREAS, it has been determined by the City that an economic development opportunity exists which warrants funding to Subrecipient from the City’s CDBG program fund; and

WHEREAS, the Grantee requested funding for workforce development cohort program focused on providing services primarily to low/moderate income minorities and women with intensive courses in basic business management and planning, where entrepreneurs gain hands on familiarity with fundamental concepts, tools and skills needed to plan and run a business; and

WHEREAS, the Grantor has authorized an expenditure of up to $75,000 as a grant to Grantee to pay a portion of the expected program budget to host the workforce development cohorts in Evanston for primarily Evanston residents, under such terms and conditions that are prescribed by the Grantor below; and

WHEREAS, the City Council approves Grantee for participation and funding under this Grant Agreement, subject to the terms and conditions of the Agreement, and

NOW, THEREFORE, the CITY and the SUBRECIPIENT, in consideration of the mutual covenants set forth below, hereby agree as follows; having first found the foregoing recitals as fact:

AGREEMENT

I. APPENDICES TO AGREEMENT: All Appendices (A through E) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

II. WORK TO BE PERFORMED BY SUBRECIPIENT: In exchange for receiving CDBG grant funds from the CITY for the Workforce Development Cohort Program (hereinafter “Program”), the SUBRECIPIENT shall be responsible for administering the Program as
described in Appendix A in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals that are outline in Appendix A, including (1) the number of people to be served, (2) the number of program participants who are expected to be Evanston residents, and (3) the number of program participants who shall meet HUD’s definition of low- or moderate-income persons, and outcome measures as outlined in Appendix A. Subrecipient warrants that it will complete income certifications for the participants in the cohort Program. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the budget in Appendix B.

III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY’s CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY’s CDBG program by HUD may materially alter the terms of this Agreement. The City will distribute any amendments to the CDBG program within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300 – 200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY’S Housing and Grants Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT’S program engages in. These categories have been described within HUD’s “Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities,” and the Guide shall be incorporated hereto by reference, and is attached as Appendix C. Organizational capacity shall be demonstrated by various methods, including but not be limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the CITY’S Housing and Grants Administrator.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the
SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUBRECIPIENT uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines shall be attached to this contract as Appendix D and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320.

The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding.

IV. LENGTH OF AGREEMENT: The term of this Agreement shall begin no sooner than January 1, 2017 and end on December 31, 2017. Payment of CDBG grant funds by the CITY to the SUBRECIPIENT shall occur for eligible services and/or activities performed by the SUBRECIPIENT during the term of this Agreement unless this Agreement has been extended. This Agreement may be extended by written mutual agreement between the CITY and SUBRECIPIENT for a specific period of time as long as the SUBRECIPIENT is performing in accordance with the terms of the Agreement. SUBRECIPIENT understands that the amount of appropriation will not change as a result of any extension.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

V. AMOUNT OF APPROPRIATION: The total appropriation of CDBG funds for the Program shall be for an amount not to exceed Seventy-Five Thousand and 00/100 dollars ($75,000.00). The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new local appropriations shall occur upon approval by the Economic Development Committee and the Evanston City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

VI. INELIGIBLE PROGRAM COSTS: The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD or the CITY may require these costs be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix E, which is incorporated into this contract by reference.

VII. PAYMENT OF CDBG FUNDS TO SUBRECIPIENT: The CITY agrees to fund the Program in the form of a grant in a total amount not to exceed Seventy-Five Thousand
and no/100 dollars ($75,000.00). Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix C. The CITY CANNOT disperse any grant funds until this Agreement has been executed by both parties (24 CFR Sec. 570.503 (a)).

a. The SUBRECIPIENT understands that this Agreement is for an economic development program and that payments shall be made per the schedule in Appendix C.

b. The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.

c. No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial and narrative reports) have been submitted and approved by CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

d. The disbursements shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of Evanston based business as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and would receive $24,500 in funding under this Agreement.

e. Disbursements shall be according to the schedule outlined in Appendix C: The City shall disburse Grant funds to Grantee no later than thirty (30) business days after the Manager receives proof, which he/she deems satisfactory in his/her discretion, that: Grantee has enrolled Evanston residents or individuals with Evanston based businesses in cohort for the Project.

VIII. SUSPENSION OR TERMINATION:

a. Suspension or Termination by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the CITY may in its sole discretion suspend or terminate this Agreement.

1. Material non-compliance includes, but is not limited to, the following:
   i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
   ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
   iii. Ineffective or improper use of funds provided under this Agreement; or
   iv. Submission of reports by the SUBRECIPIENT to the CITY that is late, or incorrect or incomplete in any material respect.

2. As a result of material non-compliance, the CITY may take one or more of the following actions:
   i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
   ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
iii. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT’s program;

iv. Withhold further awards for the program; or

v. Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

b. **Termination for Convenience by CITY or SUBRECIPIENT**: Either the CITY or the SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the goals indicated in the SUBRECIPIENT’s proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; and (3) the portion to be terminated, in the case of partial termination. In the case of partial award termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

**IX. REGULAR MEETING REQUIREMENT**: SUBRECIPIENT agrees to meet on a regular basis with the designated staff member of the CITY’s Community Development Department to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

**X. RECORD REQUIREMENTS**: SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

a. **SUBRECIPIENT** shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT’s final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.
6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefitting primarily persons of low and moderate income.
7. Personnel actions.
8. Acquisition and disposition of property.

b. The records which, at a minimum, must be maintained are as follows:
1. **Financial Records:** The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
   
i. **Cash Receipts Register:** For recording of funds received in connection with the grant program.
   
ii. **Cash Disbursements Register:** For recording checks issued for the withdrawal of funds from the agency’s CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide to the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
   
iii. **Payroll Records:** A basic time and activity tracking system shall be maintained to substantiate the services and/or staff time charged to the project. This should include time sheets documenting each person’s total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.

2. **Equipment Records:** A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $500. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid for out of this Grant.) Such equipment records are necessary for HUD recording requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. **Supply Records:** A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding $200. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY’S Housing and Grants Administrator.

4. **Indirect Costs Records:** A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective, and are not readily assignable to the cost objectives specifically benefited, without effort
disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

X. REPORTING REQUIREMENTS: The SUBRECIPIENT agrees to provide the CITY’s Community Development Department and the CITY Housing & Community Development Act Committee with regular reports described below per the schedule in Appendix C, and any other reports which may be required by the CITY’s CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY’S Housing and Grants Administrator, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT’S program engages in.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal award.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

REPORTING: Reports shall be submitted to staff by the SUBRECIPIENT throughout the term of the Program. See Appendix C for report due dates. All reports and required attachments may be viewed by members of the Housing & Community Development Act Committee.

1. The CITY reserves the right to withhold any of the SUBRECIPIENT’s scheduled payments until such time as the CITY receives the SUBRECIPIENT’s financial progress and performance reports.

2. Improperly prepared reports will not be accepted. Subsequent payments may be held pending receipt of accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, the CITY’s Housing & Community Development Act Committee may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY’s sole discretion.

4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.

5. PROGRAM OUTCOMES REPORTING:
   i. Income: Cohort Program participant incomes;
ii. Summary of Program participant businesses: include a status of business, plan for ongoing business acceleration, services support (if applicable), and/or explanation for no further support (if applicable).

iii. The reporting will include the number of new, expanded and strengthened businesses started by participants. Strengthened businesses means a significant tangible project that makes measurable improvements in the business that will lead to increased revenue, profitability and sustainability. Expanded businesses shall mean the business increases in revenue, creates new jobs, moves employees from part-time to full-time employees, or upgrades its physical location from home-based to leased commercial/retail space. New Jobs created is defined as full-time equivalency calculation of new full-time, part-time and temporary jobs created during a year by a business for its owner or non-owner employees.

iv. Financial Report: Indicating the budgeted expenses and revenues consistent with the 2015 appropriation for the grant Program as shown in Appendix B and the actual revenues and expenditures for the period covered by the report.

v. Supporting documentation: All Program expenditures charged to the CDBG Grant shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. **ANNUAL AUDIT**: The CITY’s Housing & Community Development Act Committee requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY’s CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT**: SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the program budget from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

XIV. **REVISION OF BUDGET AND PROGRAM PLANS**: The SUBRECIPIENT shall obtain written permission from the CITY staff member prior to any change in the approved budget or program plans following Omni Circular §200.308(C) (increase or decrease) of
ten percent (10%) of the line item’s budget or $500, whichever is less, to any account under the SUBRECIPIENT’s line item budget which is attached hereto and identified as Appendix B. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY’s prior approval may result in non-reimbursement of expenditures from those affected line items.

xv. **NON-DISCRIMINATION**: SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

xvi. **EQUAL OPPORTUNITY POLICY/AFPIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION**: The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CFR Part 60-1.4(b):

   i. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

   During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to
their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each
subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The SUBRECIPIENT agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the CITY and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY’S primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. WORKERS’ COMPENSATION: The SUBRECIPIENT shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
XVII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless and indemnify the CITY and its assigns, officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

a. The use or application of the Grant proceeds;
b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
c. Any tort or other action or failure to act done in connection with the performance or operation of the Program;
d. Any act or failure to act of any officer, employee, agent or servant of the SUBRECIPIENT;
e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which SUBRECIPIENT has agreed in writing that based on the claim or liability the CITY is entitled to indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and that the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph. Notwithstanding anything in the Agreement to the contrary, the indemnities contained in this paragraph shall survive the termination of the Agreement.

XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni circular 200.310 and 200.325, Insurance and Bonding requirements.

XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this Agreement:
a. SUBRECIPIENT agrees to not allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from same.

b. SUBRECIPIENT agrees that no officer, employee, designee, agent or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY’s CDBG program during his tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.

c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

d. Copeland “Anti-kickback” Act. – Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings, the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland “Anti-kickback” Act.
XII. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:
   a. Fees for services performed,
   b. Use or rental of real or personal property acquired under Federal awards,
   c. The sale of commodities or items fabricated under a Federal award,
   d. License fees and royalties on patents and copyrights,
   e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that, unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income, except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent the participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income to the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

Program income is to be: (check one)

   X 1) returned to the CITY at times determined by the CITY; or

   __________ 2) retained by SUBRECIPIENT to undertake the following activities:

If retained by SUBRECIPIENT, all activities undertaken with the use of said income will be governed by all provisions of this Agreement. All program income, regardless of source, shall be substantially disbursed for any or all eligible CDBG activities undertaken by the SUBRECIPIENT before additional cash payments are made to the SUBRECIPIENT from the CITY (pursuant to CDBG regulations at 24 CFR Sec. 570.504 (c)). Any income on hand when this Agreement expires or received after such expiration shall be paid to the CITY upon request.

XIII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds upon the completion or termination of the Program:

   a. If the work program cannot be completed, or if SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or unencumbered grant funds.

   b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issued to the SUBRECIPIENT by the CITY. Disbursement of any
final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY’s satisfaction.

1. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.

2. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditures and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.

1. Funds paid to SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determined to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.

c. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager can release funds if audit or grant report is not reconciled.

XXIII. INDEPENDENT CONTRACTOR: SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venturer, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor 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. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney’s fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations; or (2) any other action or inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule” (Omni Circular; Omni Circular, as specified in this paragraph:

a. Subpart B – “General”;

b. Subpart C – “Pre-Federal Award Requirements and contents of Federal Awards,” except for §§ 200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit of proposals, 200.205 Federal awarding agency review of risk posed by applicants, and 200.207 Specific conditions, which are required only for competitive Federal awards,

c. Subpart D – “Post Federal Award Requirements Standards for Financial and Program Management,” except for:

1. Section 200.305 “Payment.” The CITY shall follow the standards of
paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;

2. Section 200.306, “Cost Sharing and Matching”;

3. Section 200.307, “Program Income.” In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;

4. Section 200.308, "Revision of Budget and Program Plans";

5. Section 200.311, "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;

6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
   i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
   ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";

8. Section 84.52, "Financial Reporting";

9. Section 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
   i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
   ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

10. Section 84.61 “Termination”. In lieu of the provision of 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) Suspension and Termination; and

d. Subpart D - "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXIV. COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES:
SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

a. As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

b. Where the public services provided under paragraph a of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. CERTIFICATION: To the best of its knowledge or belief, the SUBRECIPIENT certifies 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 an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

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 the 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 undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
XXVI. **SEVERABILITY**: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS**: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXVIII. **WAIVER**: The CITY’s failure to act with respect to a breach by the SUBRECIPIENT does not waive the CITY’s right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXX. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

XXX. **NOTICES**: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

If to the City: Nora Holden-Corbett  
Housing and Grants and Compliance  
2100 Ridge Avenue  
Evanston, Illinois 60201  
nholden-corbett@cityofevanston.org

With a copy to: Paul Zalmezak  
Senior Economic Development Coordinator  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Email: economicdevelopment@cityofevanston.org

With a copy to: W. Grant Farrar  
Corporation Counsel  
2100 Ridge Avenue  
Evanston, Illinois 60201

**b. if the Sunshine, to:** Sunshine Gospel Ministries  
501 E. 61st Street  
P.O. Box 377939  
Chicago, Illinois 60637
CHANGES TO AGREEMENT: The CITY and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of 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.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate.

CITY OF EVANSTON

BY: __________________________
   Signature

NAME: Wally Bobkiewicz

TITLE: City Manager

DATE: ______________________

DUNS Number:___________________

Distribution of Agreements:
Original:  CDBG File
Copy:      SUBRECIPIENT
Copy:      City Purchasing Department

SUBRECIPIENT

BY: __________________________
   Signature

NAME:__________________________

TITLE:__________________________

DATE: __________________________

DUNS Number:___________________
Sunshine Enterprises (SE) helps low-income entrepreneurs build strong businesses that provide income and employment to owners, strengthen families, and contribute to the economic health of communities. SE, having begun under Sunshine Gospel Ministries of Chicago in 2012, is the first licensee of Rising Tide Capital of Jersey City, NJ.

The core programs are eligible for CDBG funding as Micro-Enterprise Assistance, Matrix code 18C, and are broken into two main components. The Community Business Academy (CBA) comprises a twelve-session, 36-hour course in business planning and management, taught by experienced instructors in a hands-on environment.

CBA graduates then enter into Business Acceleration Services (BAS) to receive year-round coaching from experienced small business owners. These coaches work individually with entrepreneurs to help them set goals, develop action steps, and identify and overcome obstacles to success.

The program also includes a schedule of advanced seminars, master classes, and networking events with marketplace and industry experts. When entrepreneurs are ready for financing, SE helps them prepare financial documentation and refine business plans, and connects them to a network of local micro-lending partners.

Overall goals for the program include direct assistance to low/moderate income entrepreneurs and micro enterprises (businesses with no more than five employees, including the owner(s)), jobs created, new business generated, and existing businesses being strengthened or expanded all in order to help empower families to lift out of poverty.

The target population for Evanston is low-to-moderate individuals, with a geographic focus on west Evanston, particularly the City’s Neighborhood Revitalization Strategy Area (NRSA). Sunshine hosts classes at the Gibbs-Morrison Cultural Center and Evanston Civic Center that are located in the NRSA.

* All program activities predicated on successful outreach and marketing strategy being implemented in the preceding quarter. This work has already begun and will continue throughout the contract period.
Summary of Key Project Milestones

Below is a proposed timetable for 2017. Additional descriptions are below for related activities and projected program outcomes.

1\textsuperscript{st} Quarter 2017
- Community Business Academy
- Business acceleration Services
- Workshops

2\textsuperscript{nd} Quarter 2017
- Community Business Academy
- Business Acceleration Services
- Workshops

3\textsuperscript{rd} and 4\textsuperscript{th} Quarters
- Community Business Academy
- Business Acceleration Services
- Workshops
- Women in Business Summit
- Pitch Competition
Summary of Key Project Milestones

Program Outcomes

SE performs quarterly and annual quantitative outcome measurement focusing on four key metrics:

1. **Number of New Businesses Started**: Defined as an individual actively engaged in selling a product or service, generating sales.
2. **Number of Businesses Strengthened**: Defined as a business that successfully completes a significant, tangible project with CBA (such as developing a new website) that makes measurable improvements in the business that will lead to increased revenue, profitability, and sustainability.
3. **Number of Businesses Expanded**: Defined as a business that increases in revenue, creates new jobs, moves from part-time to full-time, or upgrades its physical location from home-based to leased commercial/retail space.
4. **Number of New Jobs Created**: Defined as a full-time equivalency (FTE) calculation of new full-time, part-time, and temporary jobs created during a year by a business for its owner or non-owner employees.


<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>60</td>
<td>110</td>
<td>180</td>
<td>350</td>
</tr>
<tr>
<td>In Business</td>
<td>23</td>
<td>53</td>
<td>81</td>
<td>157</td>
</tr>
<tr>
<td>Planning Stages</td>
<td>11</td>
<td>43</td>
<td>63</td>
<td>117</td>
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<tr>
<td>Other Path</td>
<td>4</td>
<td>14</td>
<td>36</td>
<td>54</td>
</tr>
<tr>
<td>New Business Starts</td>
<td>3</td>
<td>8</td>
<td>14</td>
<td>25</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>11</td>
<td>23</td>
<td>36</td>
<td>70</td>
</tr>
</tbody>
</table>

Approximately 48% of our clients are currently in business, while another 39% are in the planning stages to begin business operations. We would anticipate over time that outcomes for Evanston participants would follow a similar trajectory. Further, we’d partner with the City to help local entrepreneurs identify retail establishment opportunities in areas targeted for economic revitalization.

### 2017 Projected Outcomes Metrics.

<table>
<thead>
<tr>
<th></th>
<th>SE South</th>
<th>SE Evanston</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Business Served</td>
<td>140</td>
<td>60</td>
<td>200</td>
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</tr>
<tr>
<td>------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>In Business</td>
<td>63</td>
<td>27</td>
<td>90</td>
</tr>
<tr>
<td>Planning Stages</td>
<td>49</td>
<td>21</td>
<td>70</td>
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<tr>
<td>Other Path</td>
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</tr>
<tr>
<td>New Business Starts</td>
<td>14</td>
<td>6</td>
<td>20</td>
</tr>
<tr>
<td>Jobs Created</td>
<td>32</td>
<td>14</td>
<td>45</td>
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</tbody>
</table>

*Projections are based on average outcomes experienced to date and the numbers are projected for three cohorts and this funding agreement is for one cohort only.*
APPENDIX B

CDBG PROGRAM BUDGET

Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
Program: Community Business Academy

Subrecipient: Sunshine Gospel Ministries dba Sunshine Enterprises
Program: Community Business Academy

<table>
<thead>
<tr>
<th>Program Expenses</th>
<th>Budget</th>
<th>CDBG Funds</th>
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<tr>
<td>Salary</td>
<td>$190,000</td>
<td>$75,000</td>
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<td>Events (women in business, graduations workshops)</td>
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<td>Overhead</td>
<td>$50,900</td>
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<td><strong>Total:</strong></td>
<td>$265,900</td>
<td>$75,000</td>
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<table>
<thead>
<tr>
<th>Program Funding</th>
<th>Budget</th>
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<tbody>
<tr>
<td>CDBG</td>
<td>$75,000</td>
</tr>
<tr>
<td>1 FTE Hub Lead Trainer</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Hub assistant</td>
<td></td>
</tr>
<tr>
<td>.3 FTE Program Director</td>
<td></td>
</tr>
<tr>
<td>.2 FTE Executive Director</td>
<td></td>
</tr>
<tr>
<td>.2 Payroll/HR/Financial Coordinator</td>
<td></td>
</tr>
<tr>
<td>.2 Communications Assistant</td>
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</tr>
<tr>
<td>Private Donations</td>
<td>$191,800</td>
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<td>Business Accelerator Services provided</td>
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<td>Start Something Challenge</td>
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<tr>
<td><strong>Total:</strong></td>
<td>$266,800</td>
</tr>
</tbody>
</table>
Appendix C
City of Evanston 2014 CDBG Program
Schedule for Reporting and Disbursement of Funds

This Program will submit program and financial reports three times annually. The payments will be in accordance with the schedule outlined below. Payments are contingent upon the execution of the SUBRECIPIENT AGREEMENT, receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures.

The reimbursement shall not exceed $1,250 per student, for a total of $25,000 per cohort session of Grantee’s training program. If Grantee enrolls less than 75% of individuals with Evanston based businesses and/or Evanston residents as participants in the cohort, the funding for that cohort will be reduced proportionally. For example, if they achieve 73%, their funding level would decrease by 2% and the funding level would be $24,500.

2017 Cohort Program Disbursement Schedule:

First Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due April 28, 2017

Second Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due September 1, 2017

Third Cohort: $25,000 at time of submission of registrants
Qualify for subsequent funding of $25,000 upon completion of the cohort session and submission of time and activity tracking report for the previous cohort. Report due December 22, 2017
APPENDIX D

AGENCY PROCUREMENT GUIDELINES IF MORE RESTRICTIVE THAN SECTION 200.320
– PROCUREMENT GUIDELINES OF THE OMNI CIRCULAR

[To be inserted at a later date]
APPENDIX E

INELIGIBLE PROGRAM COSTS

The City of Evanston uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low- and moderate income residents as identified in the City’s 2015-2019 Consolidated Plan. Direct program costs are generally eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with City of Evanston CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:
- Entertainment costs
- Alcoholic beverages
- Fines, penalties, damages and other settlements
- Compensation to trustees, board members and their immediate family members
- Staff time and other costs related to applying for CDBG funding
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants)
- Fund raising costs
- Equipment and capital expenditures

Eligible costs that will not be paid with CDBG include:
- Costs relating to the federal Single Audit
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% diminimus indirect cost allocation
- Computers and other electronic devices