



AGENDA

City Council

Tuesday, September 29, 2020

Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800

5:30 PM

Administration & Public Works Committee begins at 4:30pm

Planning & Development Committee begins at 5pm

City Council convenes at 5:30pm or the conclusion of Planning & Development Committee

As the result of an executive order issued by Governor J.B. Pritzker suspending in-person attendance requirements for public meetings, City Council members and City staff will be participating in this meeting remotely.

Due to public health concerns, residents will not be able to provide public comment in-person at the meeting. Those wishing to make public comments at the Administrative & Public Works Committee, Planning & Development Committee or City Council meetings may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by completing the City Clerk's Office's online form at www.cityofevanston.org/government/city-clerk/public-comment-sign-up or by calling/texting 847-448-4311.

Community members may watch the City Council meeting online at www.cityofevanston.org/channel16 or on Cable Channel 16

Page

(I) ROLL CALL - BEGIN WITH ALDERMAN WILSON

(II) MAYOR PUBLIC ANNOUNCEMENTS AND PROCLAMATIONS

(III) CITY MANAGER PUBLIC ANNOUNCEMENTS

(IV) COMMUNICATIONS: CITY CLERK

(V) PUBLIC COMMENT

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

(VI) SPECIAL ORDERS OF BUSINESS

SP1. Appeal of Preservation Commission Decision Denying a Certificate of Appropriateness for the Barn Structure at 2404 Ridge Avenue to Approve Existing Conditions of Windows and Skylights 12 - 73

The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days (no later than November 13, 2020). If no motion to accept the application for appeal is made and adopted, the decision of the Commission shall be final.

For Action

[Application for Appeal to the City Council of Preservation Commission Decision Denying a Certificate of Appropriateness for the Barn Structure at 2404 Ridge](#)

(VII) CONSENT AGENDA - CITY COUNCIL MINUTES

CM1. Approval of the Minutes of the Regular City Council meeting of August 10, 2020 74 - 83

Staff recommends approval of the Minutes of the Regular City Council meeting of August 10, 2020.

For Action

[Draft City Council Meeting Minutes - August 10, 2020](#)

CM2. Approval of the Minutes of the Special City Council meeting of September 8, 2020 84 - 87

Staff recommends approval of the Minutes of the Special City Council meeting of September 8, 2020.

For Action

[Draft Special City Council Minutes - September 8, 2020](#)

CM3. Approval of the Minutes of the Regular City Council meeting of September 14, 2020 88 - 100

Staff recommends approval of the Minutes of the Regular City Council meeting of September 14, 2020.

For Action

[Draft City Council Minutes - September 14, 2020](#)

(VIII) CONSENT AGENDA - ADMINISTRATION & PUBLIC WORKS COMMITTEE - ALDERMAN RUE SIMMONS

A1. Approval of the City of Evanston Payroll, Bills 101 - 122

Staff recommends City Council approval of the City of Evanston Payroll for the period of August 17, 2020, through August 30, 2020, in the amount of \$2,674,652.57, August 31, 2020, through September 13, in the amount \$2,777,357.83 and Bills List for September 29, 2020, in the amount of \$3,695,015.83.

For Action

[Approval of the City of Evanston Payroll and Bills](#)

A2. Single Audit for FY 2019 123 - 136

Staff recommends City Council review and place on file the Single Audit report for the fiscal year ending December 31, 2019.

For Action: Accept and Place on File

[Single Audit for FY 2019](#)

A3. Approval of a Contract Extension with Morton Salt Company for the Purchase of Rock Salt for the 2020/21 Winter Season 137 - 139

Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago IL) at a cost of \$59.87 per ton, for a winter season (2020/21) estimated total cost of \$449,025.00. Funding for this purchase will be provided from the MFT Snow and Ice Control Fund (Account 200.40.5100.65015). Staff will request a FY2021 budget allocation of \$625,000.00 for the purchase of the estimated 7,500 tons of salt needed and other deicing agents.

For Action

[Approval of a Contract Extension with Morton Salt Company for the purchase of Rock Salt for the 2020/21 winter season](#)

A4. Approval of Change Order No. 2 with Alfred Benesch & Company for engineering services for the 30-Inch Diameter Transmission Main Rehabilitation Project (RFP 17-06) 140 - 146

Staff recommends City Council authorize the City Manager to execute Change Order No. 2 to the engineering services contract with Alfred Benesch & Company (205 North Michigan Avenue, Suite 2400, Chicago, IL) for the 30-inch diameter transmission main rehabilitation project (RFP 17-06) in the amount of \$19,960. This will increase the overall contract amount from \$405,844.54 to \$425,804.54. Funding will be provided from the Water Fund (Account 513.71.7330.62145 - 417006), which has an FY 2020 budget of \$175,000 for this project, all of which is remaining. Staff is applying for a low-interest loan from the Illinois Environmental Protection Agency (IEPA) for this project. If the loan is received, most of the engineering costs would be considered eligible for reimbursement.

For Action

[Approval of Change Order No. 2 with Alfred Benesch & Company for engineering services for the 30-Inch Diameter Transmission Main Rehabilitation Project](#)

A5. Resolution 62-R-20, Creating a Provisional Moratorium on Tenant Eviction Notices Due to COVID-19 Impact 147 - 155

Alderman Fleming recommends City Council adoption of Resolution 62-R-20, creating a provisional moratorium on tenant eviction notices due to COVID-19 impact.

For Action

[Resolution 62-R-20, Creating a Provisional Moratorium on Tenant Eviction Notices Due to COVID-19 Impact](#)

A6. Resolution 75-R-20 Contract with Hoffman House Catering for Senior Meal Programs 156 - 174

Staff recommends City Council adoption of Resolution 75-R-20 authorizing the City Manager to execute a new contract between the City of Evanston and Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2020 through September 30, 2021 in the not-to-exceed amount of \$4.93 per lunch. Total meal program contract value is projected at \$40,121.00. Funding is provided by various line items in Levy Center (100.30.3055) and Fleetwood Jourdain Center (100.30.3040) business units.

For Action

[Resolution 75-R-20 Contract with Hoffman House Catering for Senior Meal Programs](#)

A7. Resolution 76-R-20: Amendment to Collective Bargaining Agreement with the International Association of Firefighters Local 742 175 - 185

Staff recommends City Council approval of Resolution 76-R-20 to authorize the Interim City Manager to execute an amendment and side letters to the current collective bargaining agreement with the International Association of Firefighters (IAFF) Local 742 effective January 1, 2019 through December 31, 2022. City Council approval will ratify Exhibit N - "Side Letter of Agreement 2019 - 2022 Contract Changes," Appendix O-"Side Letter of Agreement Maintenance of Service Levels," and Appendix P—"Side Letter of Agreement Layoffs" Copies of each are attached.

For Action

[Resolution 76-R-20: Amendment to Collective Bargaining Agreement with the International Association of Firefighters Local 742](#)

A8. Resolution 77-R-20, Designating Harbert Park as Harbert Payne Park 186 - 190

Staff recommends adoption of Resolution 77-R-20, designating Harbert Park as Harbert Payne Park Funding for new signage comes from the Capital Improvement Fund (Account 415.40.4120.65515.519001).

For Action

[Resolution 77-R-20, Designating Harbert Park as Harbert Payne Park](#)

A9. Resolution 78-R-20, Authorizing the City Manager to Sign a Local Assurance Document and Submit an Application for Grant Funds from the Illinois Transportation Enhancement Program for the Main Street Improvements Project 191 - 195

Staff recommends City Council adoption of Resolution 78-R-20 Authorizing the City Manager to Sign a Local Assurance Document and Submit an Application for Grant Funds from the Illinois Transportation Enhancement Program for the Main Street Improvements Project. The Illinois Transportation Enhancement Program (ITEP) will fund 80 percent of eligible construction costs up to \$2,000,000. The total estimated cost for the Main Street Improvements Project is \$5,490,000. Therefore, the City will seek the max \$2,000,000 in funding for the grant. The City's share of the remaining project costs will total \$3,490,000. A detailed summary is included in the memo below.

For Action

[Resolution 78-R-20, Application for Grant Funds from the Illinois Transportation Enhancement Program for the Main Street Improvements Project](#)

A10. Resolution 79-R-20, Designating the Portion of Dodge Avenue between Church Street and Lake Street with the Honorary Street Name Sign, "Black Lives Matter Way" 196 - 211

The Parks, Recreation and Community Services Board recommend adoption of Resolution 79-R-20, designating the portion of Dodge Avenue between Church Street and Lake Street with the Honorary Street Name Sign, "Black Lives Matter Way." Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is \$200. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations' materials fund (Account 100.40.4520.65115) which has a fiscal year 2020 budget of \$58,000 and a year to date balance of \$15,000.

For Action

[Resolution 79-R-20, Designating the Portion of Dodge Avenue between Church Street and Lake Street as "Black Lives Matter Way"](#)

A11. Ordinance 55-O-20, Amending the Amusement Tax 212 - 220

Staff recommends City Council adoption of Ordinance 55-O-20 amending the Amusement Tax to include online streaming services and to clarify that the tax applies to media that is capable of being streamed to mobile devices. Amusement Tax revenue is deposited to the City's General Fund.

For Introduction

[Ordinance 55-O-20, Amending the Amusement Tax](#)

A12. Ordinance 57-O-20, Amending City Code Section 10-11-12 “Parking Zones Adding Section XII(J) – Electric Vehicle Charging Stations 221 - 226

Staff recommends City Council adoption of Ordinance 57-O-20, amending City Code Section 10-11-12 “Parking Zones” by adding Section J - Electric Vehicle Charging Stations. The Ordinance adds a fee of \$1 an hour for vehicles parked in City owned parking lots at the Electric Vehicle Charging stations. In addition, the Ordinance adds a three (3) hour maximum ensuring better turnover. The fees will provide additional revenue to expand the City’s program in the future, while keeping the rate low to incentivize the use of electric vehicles as part of the City’s Climate Action Resilience Plan (CARP).

For Introduction

[Ordinance 57-O-20, Amending City Code Section 10-11-12 “Parking Zones Adding Section XII\(J\) – Electric Vehicle Charging Stations](#)

A13. Ordinance 82-O-20, Amending City Code Section 5-1-3, 302.13 “Parking of Motor Vehicles”, Section 7-3-10-1 “Vehicles on Sidewalk, Parkway” and Section 10-4-1 “Stopping, Standing or Parking Prohibited in Specified Places” 227 - 232

Staff recommends City Council adoption of Ordinance 82-O-20, amending Section 5-1-3, 302.13 “Parking of Motor Vehicles,” Section 7-3-10-1 “Vehicles on Sidewalk, Parkway” and Section 10-4-1 “Stopping, Standing or Parking Prohibited in Specified Places” to allow for parking of a vehicle on a parkway. The vehicle will be allowed to park on the parkway if there is an approved substrate/surface, the vehicle fits entirely between the sidewalk, street, and concrete curbing inner edges where it meets the parkway, is registered with the State of Illinois with a current license plate, and can be moved with proper notice if required. The Ordinance also adds a parking violation fee if the vehicle was not parked within the specifications and notes that the vehicle parked on the parkway is subject to all City Code enforcement.

For Introduction

[Ordinance 82-O-20, Amending City Code Section 5-1-3, 302.13 “Parking of Motor Vehicles”,Section 7-3-10-1 “Vehicles on Sidewalk, Parkway”](#)

A14. Ordinance 91-O-20, Authorizing the Sale of Aging Surplus Fleet Vehicles Owned by the City of Evanston 233 - 237

Staff recommends City Council adopt Ordinance 91-O-20, directing the City Manager to offer the sale of vehicles owned by the City through public auction through GovDeals, an online auction system utilized by government agencies, on or around Wednesday, October 21, 2020, or any other subsequent America's Auto Auction. These vehicles have been determined to be surplus due to new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

For Introduction

[Ordinance 91-O-20, Authorizing the Sale of Aging Surplus Fleet Vehicles Owned by the City of Evanston](#)

A15. Ordinance 79-O-20, Amending Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee 238 - 245

Staff recommends City Council adoption of Ordinance 79-O-20 by which the City Council would amend Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee.

For Action

[Ordinance 79-O-20, Amending the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee](#)

A16. Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee 246 - 275

Staff recommends City Council adoption of Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee.

For Action

[Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee](#)

(IX) CONSENT AGENDA - PLANNING & DEVELOPMENT COMMITTEE - ALDERMAN WYNNE

P1. Renewal Contract for Landlord-Tenant Services with Metropolitan Tenants Organization and Lawyers' Committee for Better Housing for October 1, 2020 - December 31, 2021 276 - 289

The Housing and Homelessness Commission and staff recommend approval of a not to exceed \$87,500 renewal contract with Metropolitan Tenants Organization (MTO) and Lawyers' Committee for Better Housing (LCBH) for landlord-tenant services. The funding source is the City's Affordable Housing Fund, 250.21.5465.65497, Landlord-Tenant services. The Affordable Housing Fund currently has an unallocated cash balance of approximately \$2,275,000.

For Action

[Renewal Contract for Landlord-Tenant Services with Metropolitan Tenants Organization and Lawyers' Committee for Better Housing for Oct 1, 2020 - Dec 31, 2021](#)

P2. Resolution 73-R-20, Approving a Plat of Subdivision for 2404 Ridge Avenue 290 - 299

Staff recommends adoption of Resolution 73-R-20 approving a re-subdivision of 2404 Ridge Avenue subject to conditions of approval requiring a 6-foot dedication of land for alley widening, a view easement for the existing landmarked house, disconnection of utility services, and capping and sealing of a well. This item was held at the September 14, 2020, Planning and Development Committee meeting.

For Action

[Resolution 73-R-20 Approving a Re-subdivision of 2404 Ridge Avenue](#)

P3. Ordinance 80-O-20, Granting a Special Use Permit for a Cannabis Transporter Business Located at 1701 Howard Street in the C1 Commercial District ("MJA Chicago LLC") 300 - 315

The Zoning Board of Appeals and staff recommend adoption, with conditions, of Ordinance 80-O-20 granting a Special Use for a Cannabis Transporter, MJA Chicago LLC, in the C1 Commercial District located at 1701 Howard Street. The applicant has complied with all zoning requirements and meets all Standards for Special Use for this zoning district.

For Action

[Ordinance 80-O-20, Granting a Special Use Permit for a Cannabis Transporter Business Located at 1701 Howard Street in the C1 Commercial District](#)

P4. Ordinance 84-O-20, Granting a Map Amendment at 1910-1946 Orrington Ave and 714-716 Foster St., to rezone from the R4a General Residential District to R1 Single-family Residential District 316 - 338

The Plan Commission recommends denial of a Zoning Map Amendment, Ordinance 84-O-20, to rezone properties located at 1910–1946 Orrington Avenue and 714-716 Foster Street from the R4a General Residential District to the R1 Single-Family Residential District.

For Action

[Ordinance 84-O-20, Granting a Map Amendment at 1910-1946 Orrington Ave and 714-716 Foster St., to rezone from the R4a to R1](#)

P5. Ordinance 86-O-20, Amending Title 6 of the Evanston City Code to Create Accessory Dwelling Unit Regulations and to Revise the Calculation of Building Lot Coverage 339 - 357

The Plan Commission and staff recommend the adoption of Ordinance 86-O-20, a Text Amendment to the Zoning Ordinance to Create Accessory Dwelling Unit Regulations and to revise the calculation of Building Lot Coverage.

For Action

[Ordinance 86-O-20, Amending Title 6 of the Evanston City Code to Create Accessory Dwelling Unit Regulations and to Revise the Calculation of Building - Pdf](#)

(X) APPOINTMENTS

APP1. Approval of Appointments to the Alternative Emergency Response Subcommittee and Reappointment to Preservation Commission 358 - 359

The Mayor recommends City Council approval of appointments of Alderman Cicely Fleming, Chair, Alderman Eleanor Reville; James Barnett, Patti Capouch, Maureen McDonnell, Kristin Kennard, Evangeline Semark, and the reappointment of Jamie Morris, Suzie Reinhold, and Mark Simon to the Preservation Commission.

For Action

[Approval of Appointments to the Alternative Emergency Response Subcommittee and Reappointment to Preservation Commission](#)

(XI) 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)}

(XII) EXECUTIVE SESSION

(XIII) ADJOURNMENT**(XIV) UPCOMING ALDERMANIC COMMITTEE MEETINGS**

<u>DATE</u>	<u>TIME</u>	<u>BOARD/COMMITTEE/COMMISSION</u>
10/1/2020	8:15AM	Alternatives to Arrest Committee
10/1/2020	7:00PM	Housing & Homelessness Commission
10/5/2020	5:00PM	Rules Committee
10/5/2020	6:00PM	Human Services Committee
10/6/2020	7:00PM	Housing & Community Development Act Committee - CANCELED
10/8/2020	6:00PM	Environment Board
10/8/2020	7:00PM	Mental Health Board
10/12/2020	4:30PM	Administration & Public Works Committee/Planning & Development Committee/City Council
10/14/2020	7:00PM	Animal Welfare Board
10/15/2020	6:30PM	Equity & Empowerment Commission



Memorandum

To: Honorable Mayor and Members of the City Council
From: Carlos Ruiz, Senior Planner/Preservation Coordinator
CC: Johanna Nyden, Community Development Director; Scott Mangum, Planning and Zoning Manager
Subject: Appeal of Preservation Commission Decision Denying a Certificate of Appropriateness for the Barn Structure at 2404 Ridge Avenue to Approve Existing Conditions of Windows and Skylights.
Date: September 29, 2020

Recommended Action:

The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days (no later than November 13, 2020). If no motion to accept the application for appeal is made and adopted, the decision of the Commission shall be final.

Council Action:

For Action

Summary:

On July 21, 2020, Rick Sweitzer (owner) submitted a Certificate of Appropriateness (COA) application requesting that the Preservation Commission approve the existing conditions of windows and skylights of the 2404 Ridge Avenue barn structure which differ from the COA originally approved by the Preservation Commission in 1997. The Property at 2404 Ridge Avenue is a Designated Evanston Landmark.

On August 8, 2020, Rick Sweitzer presented the COA application to the Preservation Commission with the following information:

West elevation: 1st Floor: one double window to north of door, and two double windows to north of door, where three single windows & 1 double window were approved to the north of the door.

South elevation: One double window where one single window was as shown on approved plans - lower level windows were original when owner purchased.

East elevation: Owner has already removed 3 skylights as requested by the City of Evanston.

The application further states that: The total restoration that exists today now is less than the approved plans approved as follows: 1) West elevation: Three less skylights; 2) East Elevation: one less sliding door; and 3) South Elevation: one less single window.

[Note: The foregoing description was submitted by the applicant in his application. As described below, in its findings the Commission determined that additional changes were made from the authorized project.]

Commission's Action:

The Preservation Commission voted 0 ayes, 6 nays, on a motion to approve a COA for 2404 Ridge Ave. for work that has been done and completed that was not approved in 1997 or in 2000. The elements which are not approved that are now being moved for approval today, (west elevation) on the first floor: one double window and two double windows to the north of door where single windows and one double window were approved. On the south elevation, one double window where one single window which is shown in the approved plans. Third, the relocation of the skylights, from the locations depicted in the approved plans from 1997 which were centered over the windows, where the skylights were constructed in a different location than shown. In accordance with standards for alteration 1-10, and demolition 1-6. The motion failed.

Commission's Findings:

The Commission cited standards for review of alteration 2-8-9 (A) 1, 2, 3, and 10 non-compliant as follows:

Standard 1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.

Finding: The alterations with the large windows were detrimental to the barn like-appearance, in comparison to the much smaller windows that were originally approved.

Standard 2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.

Finding: Originally there was a barn without the three large double windows above the ground floor. Standards 1 and 2 apply at that level (deck level of the west side), and for the south side, where there is a large window in the middle of the south elevation.

Standard 3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.

Finding: Standards 1, 2, and 3 apply to all of those windows at deck level on both the west and the south elevations. The south elevation had a narrow window, but it was expanded and made a bigger window.

Standard 10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Finding: All of the openings are so large, making the barn into a house, with windows, doors, and decks. In this instance, the alterations are such that they are not going to be removed; puncturing the skin of the barn.

Commission's Conclusion:

Although the COA application states that there are fewer windows than the Commission had approved in 1997 and re-issued in 2000, the windows installed are larger than would have been considered appropriate to maintain the barn-like character of the structure. Also, the windows are not in the same location as approved. In regard to the remaining 3 skylights on the west elevation, the skylights do not align with the windows below as originally approved.

Legislative History:

- September 8, 2020, Preservation Commission reviewed the COA application, and a motion to approve the existing condition of windows and skylights at the barn at 2404 Ridge Avenue, failed. Vote: 0 ayes, 6 nays.

Alternatives:

Attachments:

[Appeal Application](#)

[Preservation Commission's Findings signed](#)

[Draft August 11, 2020 Preservation Commission Meeting Minutes Excerpt](#)

[Statement of Significance of 2404 Ridge Ave as an Evanston Landmark](#)

[August 11, 2020 Preservation Commission Packet](#)

[August 11, 2020 Applicant Presentation](#)

[Public Comments received prior to August 11, 2020 Preservation Commission meeting](#)

EVANSTON PRESERVATION COMMISSION
APPEAL TO CITY COUNCIL

Notice of Appeal from Evanston Preservation Commission's Decision

1. Street address of subject property: 2404 Ridge Ave.
2. Parcel's Identification Number (lot of record) 11-07-108-004-0000
3. Appellant/Property Owner's name(s) Rick Sweitzer & Chris Sweitzer
 Mailing Address: Number 1130 Street Name Greenleaf Ave.
 City: wilmette Zip Code: 60091
 Phone Number: Rick: 847-828-8388 | Chris: 847-828-3534 Email: Rick@nwpassage.com; csweitzer8@gmail.com
4. Appellants interest in subject property (owner, contract purchaser, etc.) if any:
owner
5. If you are other than Owner of Record, you must also submit an affidavit setting forth the name(s) and address of the owner(s) of record, based either on your personal knowledge or based on records specified in the affidavit.
6. Is the subject property an Evanston Landmark? Yes , No
7. Is the property in a Historic District? Yes , No
8. If Yes: Lakeshore Ridge Suburban Apartment Building
 Northeast Evanston
 Local District National Register
9. Legal description of the subject property:
THE SOUTH 8 RODS OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST 1/4 LYING WEST OF RIDGE AVENUE IN SECTION 7, TOWNSHIP 41, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 1038.5 FEET MEASURED FROM THE WEST LINE OF SECTION 7 IN COOK COUNTY, ILLINOIS)
LAND TOTAL AREA: 29,156 SQ. FT = .669 ACRE.
COMMONLY KNOWN AS: 2404 RIDGE AVENUE, EVANSTON, ILLINOIS
10. A copy of any letters denying the request or proposal from which you wish to appeal should be attached.

11. What aspect(s) of the Preservation Commission's decision are you appealing?

- Interpretation of the Historic Preservation Ordinance, Standards for Review of Applications for Certificate of Appropriateness.
- Determination of the facts.
- Other

Please explain: (include attachments when necessary)

Please see attached document.

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

Section: Paragraph: Number: Subparagraph: Number:

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

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

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

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

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

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

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

Section 2-8-9 (A) 3. Standards for review of applications for certificate of appropriateness

13. What do you contend?

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

Please explain:

Please see attached document.

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

Please see attached document.

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

Rick Sweitzer	<i>Rick Sweitzer</i>	09/09/2020
Name of Appellant (print)	Signature	Date
Chris Sweitzer	<i>Chris Sweitzer</i>	09/09/2020
Name of Appellant (print)	Signature	Date
Name of Appellant (print)	Signature	Date

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

September 9, 2020

Evanston City Council
2100 Ridge Ave
Evanston, IL
60201

RE: 2404 Ridge Ave. Barn Alterations

Dear Evanston City Council,

Please see attached for completed copy of owner's Notice of Appeal to Evanston Preservation Commission's Decision following August 11th, 2020 Historic Preservation meeting.

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

Thank you,

Rick & Chris Sweitzer
(Owner & Applicant)

2404 Ridge: Appeal Application Attachment

11. What aspect(s) of the Preservation Commission's Decision are you appealing?

We are appealing the HPC's second decision to deny a Certificate of Appropriateness for the existing conditions of the barn located at 2404 Ridge Ave. Specifically, we are appealing the HPC's interpretation of the Historic Preservation Ordinance as it pertains to the Standards for Review of application for Certificate of Appropriateness, as well as the determination of facts.

First, it is important to clarify the issue at hand. In 1997, owner went through exhaustive measures to get COA approval for work to be done on the barn, with an approved/stamped architectural site plan & renderings of this work that would be completed. The work was completed in early 2000's and subsequently inspected multiple times by Evanston Inspectors, without any issue.

In 2019, several neighbors complain to City staff that the existing conditions of the barn were not as per the approved plans. The primary objection being that the original plans showed 6 skylights on the West Elevation, whereas the conditions at the time has 3 skylights on both the East and West Elevations. Since these complaints were made and City direction to revert these changes, owner has spent considerable time and money to remove the 3 skylights on the east elevation at the City's request.

The existing vs. approved conditions of the barn are as follows:

- West Elevation (existing):
 - o 1st floor: one window to north of door, and three double windows to south of door
- West Elevation: (approved):
 - o 1st floor: three single windows and one double window to south of door
- South Elevation (existing):
 - o 1st floor: one double window
- South Elevation (approved):
 - o 1st floor: one double window added to west of pre-existing single window

Overall, the amount of work that was completed and exists today is considerably less that what was originally approved 18+ years ago. The windows that were placed on the 1st floor west elevation mimic the existing 2nd floor windows, creating greater consistency and continuity throughout the exterior aesthetic.

Determination of Facts:

Throughout the HPC meeting and post-meeting findings of fact, in spite of owner's best attempt to illustrate what has been done, it is still being presented to the Council incorrectly. Please reference page one, paragraph 1, of letter dated August 17th, 2020, where it references

the 1 double window and 2 double windows to north of door on the West Elevation. Please reference the side by side photos of the approved vs. existing, where it clearly shows the difference. There is only one single window to north of door.

The commissioners did not seem to understand what was being scrutinized and requested.

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

- 1) Every reasonable effort...
 - a. The goal has always been to restore the dirt floor horse barn for adaptive reuse. There is no question that every reasonable effort has been made to adapt the barn in question, in a manner that required minimal alteration while preserving the structural integrity. Additionally, the existing conditions of the barn are less than what was originally approved, and thus can be considered “minimal alteration of the structure” as outlined in this standard for review. The west side 1st floor windows mirror the existing 2nd floor windows.

- 2) The distinguishing original qualities...
 - a. No original and distinguishing qualities or properties of the barn have been destroyed. The current placement of the west elevation windows has been done in order to preserve the distinguishing original qualities (see elevation drawing in COA application).

- 3) Structures recognized as products of their own time...
 - a. This work was done 18+ years ago and has taken on its new appearance throughout that time. Requiring a change to this would go against this standard due to the amount of time that has been established.

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

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

- 9) Innovative design shall not be discouraged...
 - a. Owner has spent large sums of time and money to creatively repurpose the barn use, while preserving, maintaining and enhancing its historic appeal through the adaptive reuse of the west exterior and the entire interior as stated above.

- 10) Wherever possible, alterations to structures...
 - a. If these windows were to be removed, the essential form and integrity of the structure would be unimpaired. This has been proved by the owner's removal of the East elevation skylights, without adding them back to the West elevation.

13. What do you contend?

Adaptive Reuse: We contend that throughout the past 18+ years, the existing conditions of the barn have become evidence of the history and development of the structure. Thus, saving it from destruction in order to create an adaptive reuse as a conforming ADU.

The barn that stands today has far less alteration than what was originally approved, and the west elevation is barely visible from any public right of way.

We received approval for COA for the exterior and interior work in 1997, over 22 years ago. In 2000, the COA was extended. The exterior alterations completed in the 1st or 2nd year following the issuance of the city permit issued in April 1999, following a very long and substantial review by the City. Otherwise it would have required an additional extension of the original COA which expires after 6 months.

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

The HPC interpretation and determination of the Evanston Preservation Commission presents several grievances as an owner. First, this work has long been completed and not contended by any neighbor and or City representative. The property has been inspected numerous times since completion, without City indication of a violation or issue. The interpretation and determination of the HPC to revert the changes that were made 18+ years ago would inflict not only economic hardship but require additional HPC approvals / work to be done on the property.

Owner has spent substantial time, money and energy into this project since purchasing it. It has been the owner's passion to maintain / preserve this historic property into an adaptive reuse space, giving purpose and identity to the restoration. This dream has been extremely difficult and costly due to undue neighbor pressure with personal agenda.



Community Development
Department
Planning and Zoning Division
2100 Ridge Avenue
Evanston, Illinois 60201
T 847.448.8675
smangum@cityofevanston.org

August 17, 2020
Rick Sweitzer
1130 Greenleaf Avenue
Wilmette, IL 60091

RE: 2404 Ridge Ave. - Preservation Commission decision denying a Certificate of Appropriateness for existing alterations not approved for the barn structure

Dear Mr. Sweitzer,

This is to notify you that at its August 11, 2020, meeting, the Preservation Commission reviewed your application for a Certificate of Appropriateness for the barn structure at 2404 Ridge Ave. for the following: approval of the existing conditions of windows and skylights on the barn, which reflect less work completed than originally approved 15+ years ago. West elevation: 1st floor: one double window, and two double windows to north of door, where single windows and 1 double window were approved. South elevation: One double window where one single window was as shown on approved plans – lower level windows were original when owner purchased. East elevation: 3 skylights have been removed as requested by the City of Evanston. Total restoration today: West elevation: three less skylights; East elevation: one less sliding door; South elevation: one less single window.

After your presentation and the Commission's discussion on the existing alterations, Chair Simon made a motion to approve the certificate of appropriateness for 2404 Ridge Ave. landmark case 20PRES-0187 for work that has been completed, but not approved in 1997 and 2000. The elements which are not approved are: [West elevation] on the first floor, one double window and two double windows to the north of door, where single windows and one double window were approved. On the south elevation, one double window where a single window as is shown on the approved plans, and the relocation of the skylights from the location depicted in the approved plans from 1997, which were centered over the windows, the skylights were constructed in a different location than shown. In accordance to standards for alteration 1-10, and demolition 1-6.

Discussion: Scott Mangum noted the motion is recorded. It is for the existing improvements as constructed. Commissioner Hacker seconded the motion. The motion failed. Vote: 0 ayes, 6 nays (Boden, Dudnik, Hacker, Morris, Simon, Sullivan).

Page 1 of 3

Findings of fact, relevant standards:

Standard 1: Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment;

Standard 2: The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition;

Standard 3: All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged; and

Standard 10: Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Findings: The large windows are detrimental to the barn appearance, in comparison to the much smaller windows that had been originally approved, and where there were no windows before.

There was a barn, now it is a barn with three large double windows above the ground floor. Standard 1 and standard 2 apply to that situation at that level (the deck level of the west side). It is also true for the south elevation, where there is the large window in the middle of that elevation.

All of the openings change the barn appearance into that of a house (windows, doors and decks). The alterations are such that they are not going to be removed, except by puncturing the whole skin of the barn that previously had a barn door and little window.

Next possible steps:

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

Alternately, based on the Commission's decisions you could complete the exterior alterations as the Commission approved via the Certificate of Appropriateness that was issued in 1997 and re-issued by City staff in 2000.

Failure to return the barn to the 1997 approved alterations and re-issued in 2000 subjects you to the Penalties in Section 2-8-15.

However, if you decide to appeal the denial of the certificate of appropriateness you must submit your appeal application to this office by no later than **September 10, 2020** (application for appeal is enclosed).

For your information I have enclosed Section 2-8-8 - Certificate of Appropriateness, Section 2-8-9 - Standards for Review of Applications for Certificates of Appropriateness (A) 1-10, Section 2-8-15 - Penalties, and the draft of the August 11, 2020 meeting notes.

The recording of the August 11, 2020 for 2404 Ridge Ave. can be accessed via the link below: <https://www.youtube.com/watch?v=oPqnydgEMuY&feature=youtu.be>

Please contact me if you have any questions.

Sincerely,

Scott Mangum
Planning and Zoning Manager

EVANSTON CITY CODE

TITLE 2

CHAPTER 8 - HISTORIC PRESERVATION

(Ord. No. [29-O-18](#), § 1, 5-14-2018)

2-8-8. - CERTIFICATE OF APPROPRIATENESS.

(A) *Actions Requiring Certificate.* A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property, structure, site or object within a district may be undertaken:

1. Any alteration, construction or relocation requiring a building permit from the City.
2. Any alteration, construction or relocation that involves the following:
 - (a) Replacement of windows or doors.
 - (b) Addition or replacement of storm windows or doors.
3. Any demolition in whole or in part or land altering activities requiring a permit from the City.

(B) *Applications for Certificate of Appropriateness.*

1. It shall be unlawful to undertake any of the work specified in Subsection (A) of this Section without first obtaining a certificate of appropriateness from the Commission. Applications for a certificate of appropriateness shall be made on a form prepared by the Commission, and shall be submitted to the Commission.
2. Application forms shall be available from the Commission and the Division of Building and Inspection Services. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary for the Commission to adequately review the application.
3. The Commission shall transmit a copy of the application to the Division of Building and Inspection Services within five (5) business days following receipt of a properly completed application. The Division of Building and Inspection Services shall not act upon any permit until the Commission has reviewed the work application and issued a certificate of appropriateness.

(C) *Review by Commission.*

1. The Commission shall review the application and vote to issue or deny the application within forty-five (45) days following receipt of the application. The time to consider the application may be extended with the consent of the applicant. The secretary of the Commission or designated staff shall provide the applicant the time and place of any Commission meeting to consider the application at least five (5) business days prior to the meeting. The applicant or his/her authorized representative shall be allowed to appear and present testimony in regard to the application.
2. The City will provide notice, through the use of a third party service, by first class mail to neighbors of those meetings wherein the Commission shall review applications for Certificates of Appropriateness for any of the following activities: additions to existing structures; construction of new primary structures; relocation of existing primary structures and/or secondary structures; demolition of significant and/or contributing primary structures. Such notice shall be sent to all owners, whose addresses appear on the current tax assessment list as provided by the City, of real property located within a radius of two hundred fifty (250) feet of the subject property. Said distance shall include open space, roads, streets, alleys and other rights-of-way. Such notice shall be sent at least five (5) business days prior to the meeting. The

applicant must pay any and all fees and postage associated with mailing such notice pursuant to this Section. The City reserves the right to provide the aforementioned notice by first class mail where the Zoning Administrator finds it necessary. The failure of delivery of such notice shall not invalidate any such hearing.

- (D) *Approval by Commission.* If the Commission votes to approve the application, its action shall be the final administrative decision upon the application. The certificate of appropriateness shall be issued to the applicant within five (5) business days following the decision of the Commission. Upon receipt of the certificate of appropriateness the applicant may complete an application to the Department of Community Development and Division of Building and Inspection Services to obtain necessary permits, if any. The certificate of appropriateness shall be valid for a period of one hundred eighty (180) days from the date of issuance by the Commission. Certificates of appropriateness shall not be transferable from the applicant to another subsequent owner of the same property without the consent of the Commission.
- (E) *Disapproval by Commission.* If the Commission votes to disapprove the application, the applicant shall be notified within five (5) business days and the notice shall be accompanied by recommendations to the applicant concerning what changes, if any, in the plans and specifications for the proposed alteration, construction, relocation or demolition would protect the distinctive character of the landmark or district and that would cause the Commission to reconsider the application. The Commission shall make reasonable efforts to confer with the applicant, offer technical guidance, and attempt to resolve differences. The applicant may resubmit an amended application based upon the recommendations of the Commission.
- (F) *Administrative approvals.* Certificates of appropriateness related to applications for certain routine or emergency kinds of work or minor zoning variances, as specified by the Commission in its rules, shall be provided upon review and approval by the City Manager or his/her designee. If the City Manager or his/her designee disapproves the proposed work, the applicant may apply to the Commission for review of the application for the certificate of appropriateness under Subsection (C) of this Section.
- (G) *Appeals.*
1. Any applicant, following a denial of a certificate of appropriateness by the Commission, may, within thirty (30) days of the denial apply for appeal to the Planning and Development Committee of the Council.
 2. An application for appeal shall be submitted to the Commission on a form prepared by the Commission. Within five (5) business days of submission of an application for appeal by the applicant to the Commission, the Commission shall transmit the application to the Planning and Development Committee of the City Council.
 3. If no motion to accept the application for appeal is made and adopted at the meeting of the Planning and Development Committee immediately following receipt of the findings and decision of the Commission and the application for appeal, the decision of the Commission shall be final and may be appealed to the Circuit Court of Cook County.
 4. If a motion to accept the application for appeal is made and adopted at the meeting of the Planning and Development Committee held immediately following receipt of the findings and decision of the Commission and the application for appeal, the Planning and Development Committee must affirm, modify or reverse the decision of the Commission within forty-five (45) days of the date of approval of the motion to accept the appeal.
 5. The Planning and Development Committee shall review the appeal solely on the basis of the record and application of the appropriate standards included in Section 2-8-9 of this Chapter.
 6. Denial or grant by the Planning and Development Committee of a certificate of appropriateness is considered a final decision and may be appealed to the Circuit Court of Cook County.
 7. The authority to review, grant, and/or deny appeals of certificates of appropriateness pursuant to this Subsection (G) shall vest in the Planning and Development Committee so long as the

membership of said Committee consists of all seated Aldermen. Otherwise, said authority rests with the Council or its duly authorized committee.

(Ord. No. [29-O-18](#), § 1, 5-14-2018)

2-8-9. - STANDARDS FOR REVIEW OF APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

- (A) Standards for Review of Alteration. In considering an application for a certificate of appropriateness for alteration the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section. Nothing in this Chapter shall be construed to prevent ordinary maintenance or repairs that do not involve a change of design, material, or the exterior architectural appearance of a property, structure, site or object as long as the prescribed review procedures are followed.
1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.
 2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.
 3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.
 4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
 5. Distinctive stylistic features, materials, finishes, examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.
 6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.
 7. The surface cleaning of buildings, structures or objects shall be undertaken with the gentlest means possible. Treatment methods that will cause damage to the historic materials of the structure, site, or object must not be used.
 8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
 9. Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood and environment.
 10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

(Ord. No. [29-O-18](#), § 1, 5-14-2018)

2-8-15. - PENALTIES.

- (A) *Fines for Violation.* Failure to perform any act required by this Chapter or performance of any act prohibited by this Chapter shall constitute a violation. Any person violating any of the provisions of this Chapter shall be subject to a fine of up to five hundred dollars (\$500.00) for each day on which a violation exists.
- (B) *Penalty For Willful Violation or Gross Negligence.* In addition to the fines authorized by Subsection (A) of this Section, a person who willfully or through gross negligence violates the provisions of this Chapter by participating in alteration, construction, demolition or relocation affecting a property, structure, site or object nominated or designated as a landmark or located in a nominated or designated district without complying with the required procedures in this Chapter for review of such alteration, construction, demolition and relocation, shall not be issued building permits, certificates of occupancy, licenses and curb cut permits for alteration, construction, demolition or relocation affecting such property, structure, site or object for a period of five (5) years following the date of the violation except to correct structural defects affecting the foundation, roof, walls, partitions, floor supports, ceilings and chimneys of the nominated or designated landmark or property, structure, site or object located in a nominated or designated district.
- (C) *Other Remedies.* Notwithstanding the provisions of Subsections (A) and (B) of this Section, the City may institute appropriate proceedings in law and equity to prevent or remedy any violation of the provisions of this Chapter. In the case of willful violation or gross negligence by any person, the City may seek reversal of the prohibited work without regard to economic hardship.

(Ord. 29-O-18) 2-8-9 (A) STANDARDS FOR REVIEW OF ALTERATION

<p>Address: 2404 Ridge Avenue</p> <p>Landmark: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Within Historic District: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: <input type="checkbox"/> Lakeshore <input type="checkbox"/> Ridge <input type="checkbox"/> Thematic <input type="checkbox"/> Local Northeast Evanston</p> <p>Contributing: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Building/Structure Description: A traditional wooden barn structure behind and to the west of the main house at 2404 Ridge Avenue was built in 1866. It is a rare survival of the board and batten construction.</p>
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Describe Proposed Project:
H. 2404 Ridge Ave. - Landmark Case # 20PRES-0187
Richard Sweitzer applies for a Certificate of Appropriateness for approval of the existing conditions of windows and skylights on the barn, which reflect less work completed than originally approved 15+ years ago. West elevation: 1st floor: one double window, and two double windows to north of door, where single windows and 1 double window were approved. South elevation: One double window where one single window was as shown on approved plans – lower level windows were original when owner purchased. East elevation: 3 skylights have been removed as requested by the City of Evanston. Total restoration today: West elevation: three less skylights; East elevation: one less sliding door; South elevation: one less single window. [Alteration 1-10]; Demolition [1-6]
[Note: The foregoing description was submitted by the applicant in his application. As described below, in its findings the Commission determined that additional changes were made from the authorized project.]

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

STANDARDS	Standard Applies to Project	Project Meets Standard
1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Distinctive stylistic features, materials, finishes, examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
(Next page)		

STANDARDS	Standard Applies to Project	Project Meets Standard
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. The surface cleaning of buildings, structures or objects shall be undertaken with the gentlest means possible. Treatment methods that will cause damage to the historic materials of the structure, site, or object must not be used.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood and environment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Commission's Findings/Comments/Recommendations:</p> <p>Action and Findings:</p> <p>Although the COA application states that there are fewer windows than the Commission had approved in 1997 and re-issued in 2000, the windows installed are larger than would have been considered appropriate to maintain the barn-like character of the structure. Also, the windows are not always in the same location as approved. In regard to the remaining 3 skylights on the west elevation, the skylights do not align with the windows below as originally approved.</p> <p>The Preservation Commission voted 0 ayes, 6 nays, on a motion to approve a COA for 2404 Ridge Ave. for work that has been done and completed that was not approved in 1997 or in 2000. The elements which are not approved that are now being moved for approval today, (west elevation) on the first floor: one double window and two double windows to the north of door where single windows and one double window were approved. On the south elevation, one double window where one single window which is shown in the approved plans. Thirdly, the relocation of the skylights, from the locations depicted in the approved plans from 1997. Which were centered over the windows, which skylights were constructed in a different location than shown. In accordance with standards for alteration 1-10, and demolition 1-6, seconded by Commissioner Hacker. The motion failed.</p> <p>The Commission determined that principally the following standards of alteration were not met, 2-8-9 (A):</p> <p>Finding on Standard 1: The alterations with the large windows were detrimental to the barn like-appearance, in comparison to the much smaller windows that were originally approved.</p> <p>Finding on Standard 2. Originally there was a barn without the three large double windows above the ground floor. Standards 1 and 2 apply at that level (deck level of the west side), and for the south side, where there is a large window in the middle of the south elevation.</p> <p>Finding on Standard 3. Standards 1, 2, and 3 apply to all of those windows at deck level on both the west and the south elevations. The south elevation had a narrow window, but it was expanded and made a bigger window.</p> <p>Finding on Standard 10. All of the openings are so large, making the barn into a house, with windows, doors, and decks. In this instance, the alterations are such that they are not going to be removed; puncturing the skin of the barn.</p> <p>Recommendation: Based on the Commission's decision Mr. Rick Sweitzer could apply for a COA to return the barn back to the exterior alterations as the Commission approved in 1997 and re-issued by City staff in 2000. Staff could approve this COA application as long as it matches the exterior elevations of the barn as approved in 1997 and subsequently re-issued in 2000.</p>		

Project Approved: Yes **No** Date: **September 8, 2020**
Vote: 0 Ayes; 6 Nays; 0 Abstaining

CHAIR: **Mark Simon**





**EVANSTON PRESERVATION COMMISSION
VIRTUAL MEETING**
Tuesday, August 11, 2020, 7:00 P.M.

MINUTES EXCERPT

Members Present: Beth Bodan, Elliott Dudnik, Julie Hacker, Jamie Morris, Mark Simon, and Aleca Sullivan

Members Absent: Ken Itle, Suzi Reinhold, and Tim Schmitt

Staff Present: Scott Mangum, Planning & Zoning Manager
Carlos Ruiz, Preservation Coordinator
Judy Frydland, Law Department

Presiding Member: Mark Simon, Chair

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Simon called the meeting to order at 7:05 PM with a quorum of six Commissioners joining the virtual meeting. Chair Simon said there will be a roll call vote for every motion at the meeting.

2. SUSPENSION OF THE RULES: Members participating electronically or by telephone

H. 2404 Ridge Ave. - Landmark Case # 20PRES-0187

Richard Sweitzer applies for a Certificate of Appropriateness for approval of the existing conditions of windows and skylights on the barn, which reflect less work completed than originally approved 15+ years ago. West elevation: 1st floor: one double window, and two double windows to north of door, where single windows and 1 double window were approved. South elevation: One double window where one single window was as shown on approved plans – lower level windows were original when owner purchased. East elevation: 3 skylights have been removed as requested by the City of Evanston. Total restoration today: West elevation: three less skylights; East elevation: one less sliding door; South elevation: one less single window. [Alteration 1-10]; Demolition [1-6]

DRAFT NOT YET APPROVED

Rick Sweitzer, owner presented the application as follows:

- Request for a new certificate of approval for an accessory structure, the barn at 2404 Ridge Ave.
- A remediated request for plans for a COA that was approved about 20 years ago, involving a few windows that were installed in slightly different spots, and remediated removal of skylights that the Commission had requested
- North elevation: no alterations
- East elevation: opted not to install the approved sliding doors (retained the barn doors)
- West elevation: 6 skylights approved; instead only 3 skylights were installed. First floor, three single windows and a double window were approved, instead two double windows, and a window north of the door were installed. Also, three skylights were installed.
- South elevation: First floor, add a double window to the west of the existing single window. Ground floor, the infill existing door and window openings were approved. Instead, opted not to infill and left the existing ground floor door and window openings. Instead of the single window that existed, and adding a double window, they opted to replace the single window with a double window and not install another window; a far less exterior alteration
- Asking for a few windows that were very slightly altered where they were located, on two elevations only, and much less alterations
- Standards for review: Mr. Sweitzer noted that the exterior alterations to the barn are compliant with standards for alteration Standard 1- less exterior work exists than per the initially approved (COA) plans. Standard 2 - the existing conditions of the structure contain the original qualities and characters as they were originally constructed. Standard 4 - the work done to the barn has acquired its own significance and should be respected. Standard 6 - all siding and trim, and everything that has been replaced since then is original and found in the property, and Standard 9 - the work that was done was restoring the barn into the future
- They have repaired the barn's structural failure and extended its life, and preserve the north of Evanston important heritage and history

Discussion/Comments

- Chair Simon: asked about the skylights and any work completed. R. Sweitzer said that 3 skylights on the east elevation were removed, and interior work has been completed and passed inspection
- Commissioner Dudnik: asked about the west elevation. R Sweitzer said that 6 skylights were approved, and they installed 3. At the first floor two double windows were installed to match the upper windows, and a window north of the door. Commissioner Dudnik said that on the original drawings the skylights aligned with the windows, whereas the existing 3 skylights don't align with anything
- Commissioner Hacker: said that she had asked for drawings before the initial COA, where there were no skylights. If one gets a COA it needs to be built as approved. If changes are to be made, one needs to come back. The Commission cannot set a

DRAFT NOT YET APPROVED

- precedent on this
- Scott Mangum: said that City staff was not able to locate an elevation of what would have been the structure at that time. And the owner stated that he does not have any photos of that time
 - Commissioner Hacker: said that the Commission cannot set a precedent on this because it would be a terrible precedent
 - Scott Mangum: said that the Commission would take a look at this application like it would for any other application. Look and review at the standards, and if the alterations that have been made meet the standards for review
 - Chair Simon: regardless of what was approved, the question is if the Commission would approve the facade as is. Even though there are no reference points. If the proposal would have come as is, the Commission would not have approved it.
 - Commissioner Dudnik: asked where the staircase come from (west elevation). R. Sweitzer said the deck with the stairs and the skylights were approved. What he is asking for is approval of the three windows on the first floor and less skylights. On the east elevation are even less alterations
 - Commissioner Sullivan: said that alterations that had been asked initially were minimalistic. The single windows on the west elevation looked similar to the barn window that was on the south elevation. The larger windows are done in a manner which does not exist on the historical barn structure. It feels more as a residence than a barn. The windows do not meet standards 1 and 2. Rick Sweitzer said that what is seen today is much less windows, to make it into an adaptive historical structure.
 - Chair Simon: said last time when a COA was denied, Commissioner Dudnik had asked then if disapproved, what would happen? City staff had said that it was uncertain and yet to be determined. He said that the Commission would not approve the work as is, if it was built today. There is no other avenue or recourse where the applicant would have to take the facade and revert it to what it was, or ever get permits or potentially use the property. None of us would approve the work that was done. The applicant would have had to build the façade as approved by the original COA. The choice now is to accept the modifications as built and move on, or require the applicant to somehow comply with the original plan.
 - Commissioner Hacker: said that when this was first approved, there were the existing drawings, then drawings made, and there was an approval process. There is no record of those drawings that were used to get the COA. Scott Mangum said that Carlos Ruiz was not able to locate those records. Commissioner Hacker said she could not evaluate the application without those drawings. K. Sweitzer said that those are the existing drawings
 - Commissioner Dudnik: said the Commission should not be comparing it to what was intended, but look at what was the barn in 1997. Chris Sweitzer said those plans were submitted 18 months ago
 - Scott Mangum: said there is a misunderstanding of what the Commission is asking for. They are not asking for the plans that were approved in 1997. The Commission is asking for the plans of what the barn looked like in 1997, before the changes were made
 - Commissioner Sullivan: said that then (1997) it looked like a barn. Those three

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diminutive windows weren't there; they proposed adding them. But they added bigger windows, where nothing was there before. Now there are bigger windows as opposed to no windows. That supports her earlier statement about standards 1 and 2

- Commissioner Dudnik: asked about the five openings on the south elevation. R. Sweitzer said that all of the windows existed. Except for the now visible window, there was an existing single window and they made it a double. The window to the left was not installed. There was an existing opening, and to reduce the impact, they put one double window there, instead of having three windows. At the ground floor there were one existing door and window opening. The former owner made the second floor a studio. On the ground, right of the door, the glass block windows were there before.
- Commissioner Hacker: said what the Commission is asking is what they ask every single applicant, to see what the existing structure looked like before any alterations were drawn for which the applicant may or may not received a COA. R. Sweitzer said what it is seen today on the barn is far less glass and less openings, than what was approved
- Chair Simon: said what the Commission is asking is either a drawing or a picture of the structure before the alterations were made
- Chair Simon: asked if staff exhausted the ability to find a picture or drawing of the conditions of the barn as they pre-existed before the work was done. S. Mangum said that C. Ruiz looked for that last week, and he was not able to locate any. There is a substantial amount of information that is in the attic of the Civic Center. He did not know how many of man hours would take to find them
- Commissioner Dudnik: asked about the two skylights on the south elevation. R. Sweitzer said that there are now two skylights in slightly different location
- Commissioner Sullivan: asked if she is supposed to look at this building as if the only things that existed were the things that were originally on the drawing, and pretend as if the things that are there now aren't there, and whether or not she is going to approve them. She said that the west elevation only had three double windows on the second floor, one reversed swing door on the first floor, the window and the barn doors in the basement
- Chair Simon said: the two deviations are the two windows on the right, and the skylights are not aligned
- Commissioner Sullivan: said that the only things on the west elevation were: no skylights, three windows on the second floor, one reversed swing door on the first floor, no deck, no barn doors, and a horizontal window in the basement
- Carlos Ruiz: said that what the Commission does not have are the drawings before the proposed alterations. Chair Simon asked if the deck was approved. C Ruiz said he can speak to what he sees in the drawings (which includes the deck). Regarding the south elevation there are two problems. One, the location of the skylights, and two, the windows are smaller than the one double window. That goes to the point Commissioner Sullivan made earlier, the proportion of those south elevation windows works better for the building, which is a barn. At the lower lever, the drawings show one window, where the photo shows two Carlos Ruiz: said he could go to the Civic Center attic and try to find the hard copies of 23 years ago. R.

- Sweitzer said there is also the recording of the 1997 meeting
- Chair Simon: said that the plans show the deck on the west elevation as a new deck. Commissioner Dudnik asked, but what was there before?
 - Commissioner Sullivan: said that those drawing will just show the west elevation without skylights, second story windows, the one story swing door, and the things on the barn lower level, no deck, and none of the other windows. Would she approve what exists now? Citing standards 1 and 2 she said, no
 - Commissioner Bodan: said that she can interpret the drawings and she does not need the original. She did not think she would approve, referring to the massing, the integrity of what the structure is
 - Chair Simon: said they had established the facts. The two large double windows on the right side of the west not facade were not approved, and the skylights are not in the location that they were approved
 - Commissioner Bodan: asked if it is not approved, then what happens? Scott Mangum said the preservation ordinance allows for fines for violations of the preservation ordinance. In this case, the first time it went all the way to the process; and City staff issued a violation letter to the applicant. The applicant then applied for the current COA. There is potential for this for administrative adjudication hearings, or Circuit Court, and then for fines to be issued for these violations
 - Chair Simon: said that in addition, no permits could be issued for work. S. Mangum said that there is in the Code section that refers to non-issuance of building permits

Commission's Findings

Chair Simon said the motion would be for work that was completed on the west and south façades.

After some discussion and an unsuccessful attempt from Commissioner Sullivan to make an affirmative, Chair Simon moved to approve a COA for 2404 Ridge Ave. for work that has been done and completed that was not approved in 1997 or in 2000. The elements which are not approved that are now being moved for approval today, (west elevation) on the first floor: one double window and two double windows to the north of door where single windows and one double window were approved. On the south elevation, one double window where one single window which is shown in the approved plans. Thirdly, the relocation of the skylights, from the locations depicted in the approved plans from 1997. Which were centered over the windows, which skylights were constructed in a different location than shown. In accordance with standards for alteration 1-10, and demolition 1-6, seconded by Commissioner Hacker. Roll call vote: 0 ayes, 6 nays. The motion failed.

The Commission cited standards 1, 2, 3, and 10 of alteration non-compliant as follows:

Standard 1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.

The alterations with the large windows were detrimental to the barn like-appearance, in comparison to the much smaller windows that were originally approved.

Standard 2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of

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any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.

Finding: Originally there was a barn without the three large double windows above the ground floor. Standards 1 and 2 apply at that level (deck level of the west side) Also true for the south side, where there is a large window in the middle of the south elevation.

Standard 3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.

Finding: Standards 1, 2, and 3 apply to all of those windows at deck level on both the west and the south elevations. The south elevation had a narrow window, but it expanded was expanded and made a bigger window.

Standard 10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Finding: All of the openings are so large, making the barn into a house, with windows, doors and decks. In this instance, the alterations are such that they are not going to be removed; puncturing the skin of the barn.

7. ADJOURNMENT

Commissioner Hacker moved to adjourn the meeting at 11:00 PM, on Tuesday, August 11, 2020, seconded by Commissioner Dudnik. Roll call vote: 6 ayes, 0 nays. The motion passed.

Respectfully submitted:

Carlos D. Ruiz
Senior Planner/Preservation Coordinator

Statement of Significance

2404 Ridge	builder unknown	1866
A4 A7 A8		
Barn:	builder unknown	1866
A7 A8		

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

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

Both buildings have excellent integrity.

Please note that the current binding Preservation Ordinance was adopted on March 21, 1994. All previously designated landmarks (1975-1994) were incorporated as part of the current Preservation Ordinance.

CRITERIA FOR DETERMINING EVANSTON LANDMARKS (Preservation Ordinance 1975-1994)

In making decisions about which sites qualify as Evanston Landmarks, which do not, and which are eligible for national recognition, the Preservation Commission must deal with the age of structures, verifiable facts; events, people and structures with associative value; integrity of the site; and integrity of design.

In order to be designated an Evanston Landmark, a structure must be at least 25 years old and must meet one or more of the following criteria:

Criteria of Historical Importance

H1 Exemplify the cultural, political, economic, or social heritage of Evanston; or,

H2 Be the site of an historic event 25 years in the past; or,

H3 Be associated with a nationally, regionally, or locally prominent person or organization; deceased 25 years.

When a person or event of national or international significance, or which has an undeniably important place in Evanston history becomes associated with a structure or place, which is in clear and present danger of radical alteration or demolition, the 25-year limit may be waived.

Criteria of Architectural Importance

A4 Exhibit a high quality of architectural design without regard to the time built or historic associations; or,

A5 Exemplify the work of a nationally or internationally known architect, or major local architect or master builder; or,

A6 Exhibit a high quality of architectural design that is the result of a change or a series of changes to an original structure; or,

A7 Exemplify an architectural style, construction technique or building type once common in the city; or,

A8 Exhibit an unusual, distinctive or eccentric design or construction technique which contributes to the architectural interest of its environs as an accent or counterpoint; or,


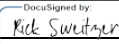
A9 Be selected for inclusion on the 1972 Illinois Historic Structures Survey

In addition, certain places which have long provided an established and familiar visual feature in Evanston by virtue of their unique location, distinctive physical characteristics or historical association, may be designated Evanston Landmarks.

3. NEW BUSINESS

H. .2404 Ridge Ave. - Landmark Case # 20PRES-0187

Richard Sweitzer applies for a Certificate of Appropriateness for approval of the existing conditions of windows and skylights on the barn, which reflect less work completed than originally approved 15+ years ago. West elevation: 1st floor: one double window, and two double windows to north of door, where single windows and 1 double window were approved. South elevation: One double window where one single window was as shown on approved plans – lower level windows were original when owner purchased. East elevation: 3 skylights have been removed as requested by the City of Evanston. Total restoration today: West elevation: three less skylights; East elevation: one less sliding door; South elevation: one less single window. [Alteration 1-10]; Demolition [1-6]

	Certificate of Appropriateness Application (COA) Administrative Approval for <i>MINOR WORK</i> Only	Application Number (staff only)										
<p>IMPORTANT NOTE: Minor work involves no or minimal alteration to the integrity of a structure in terms of design and/or materials (i.e. restoration, re-roofing in kind, fences, adding a new window to match existing, or replacement in kind of certain features when restoration is not feasible). Administrative approval is not allowed for special uses, zoning or fence variances, demolition, new construction or additions. For major work, one must apply for a certificate of appropriateness for review with the Preservation Commission. Ask staff for the major work application form if needed.</p>												
<p>1) ADDRESS: No. & Street Name of property: 2404 Ridge Ave Zip: 60201</p> <p style="text-align: center;">Seeking for zoning or fence variance or special use? Check <input checked="" type="checkbox"/> Yes <input type="checkbox"/>; No <input checked="" type="checkbox"/> If Yes, stop here and read IMPORTANT NOTE above!</p>												
<p>2) Is the property an Evanston Landmark? Check <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/>; No <input type="checkbox"/></p>												
<p>3) Is the Property located within a historic district? Check <input checked="" type="checkbox"/> Yes <input type="checkbox"/>; No <input checked="" type="checkbox"/> If yes: Lakeshore H.D. <input type="checkbox"/>; Ridge H.D. <input type="checkbox"/> Northeast Evanston H.D. <input type="checkbox"/>; Suburban Apartment Thematic Resources <input type="checkbox"/></p>												
<p>4) Owner's name: Rick Sweitzer No. & Street: 1130 Greenleaf Ave City: Wilmette</p> <p style="text-align: center;">.....</p> <p>State: IL Zip: 60091 Phone: 847-828-8388 Fax: Email: rick@nwpassage.com</p>												
<p>5) Applicant/business name: (If different from owner)</p> <p style="text-align: center;">.....</p> <p>State: Zip: Phone: Fax: Email: City:</p>												
<p>6) Architect's name: (If different from applicant) Cordogan Clark No. & Street: 716 N Wells St City: Chicago</p> <p style="text-align: center;">.....</p> <p>State: IL Zip: 60654 Phone: 312-943-7300 Fax: Email: jc1ark@cordoganclark.com</p>												
<p>7) Contractor's name: (If different from applicant) Mellow Brothers Painting Co. Inc. No. & Street: 1130 Greenleaf Ave City: Wilmette</p> <p style="text-align: center;">.....</p> <p>State: IL Zip: 60091 Phone: 847-256-6330 Fax: Email: rick@nwpassage.com</p>												
<p>8) Activity (for minor work only): Check <input checked="" type="checkbox"/> in the matrix below the proposed activity and write the requested information in box 9) below:</p>												
Activity <small>(circle activity as needed)</small>	Location			Proposed Work			Existing and Proposed		Dimensions		Visible from the public way	
	Front	Side	Rear	Restoration	Replacing in kind/ Restoration is not feasible	New installation	Material(s) <small>Write in</small>	Style/type <small>Write in</small>	Height <small>Write in</small>	Length Width <small>Write in</small>	Yes	No
Altering minimally main house or other structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Restoring main house or other structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Roof on house/garage/other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Fence/gate/masonry wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Doors/storm doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Windows/storm windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stairs/railing/landings/decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Land altering activity, i.e. walks, patios berming, excavating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Sign/Awning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning unit(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>
<p>9) DESCRIBE briefly below the activity as checked in the matrix and submit as applicable: photos of existing conditions, site plan or plat of survey showing the location of the activity (i.e. stairs, fences/gates/masonry walls, signs, air conditioning units, land altering activity). Also, submit proposed plans, existing and proposed exterior elevations showing the design and materials of proposed fences/gates/masonry walls, windows or doors (when appropriate), all with dimensions and materials. Documentation should not exceed 11"x17" paper size. see attached</p>												
Applicant's name: (print) Rick Sweitzer							Signature: 			Date: 07/21/2020		
Submit application to: Preservation Coordinator, City of Evanston, Community & Economic Development Department, Planning & Zoning Division, room 3900, Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, Phone: 847-448-8687; Fax: 847-448-8120; email: cruiz@cityofevanston.org .												

2-8-9. - STANDARDS FOR REVIEW OF APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

- (A) **Standards for Review of Alteration.** In considering an application for a certificate of appropriateness for alteration the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section. Nothing in this Chapter shall be construed to prevent ordinary maintenance or repairs that do not involve a change of design, material, or the exterior architectural appearance of a property, structure, site or object as long as the prescribed review procedures are followed.
1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that **requires minimal alteration** of the property, structure, site or object and its environment.
 2. **The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.**
 3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.
 4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
 5. **Distinctive stylistic features, materials, finishes, examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.**
 6. **Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.**
 7. The surface cleaning of buildings, structures or objects shall be undertaken with the gentlest means possible. Treatment methods that will cause damage to the historic materials of the structure, site, or object must not be used.
 8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
 9. Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood and environment.
 10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
- (B) **Standards for Review of Construction.** In considering an application for a certificate of appropriateness for new construction and additions to existing buildings, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section:

1. **Height.** Height shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.
2. *Proportion of facades.* The relationship of the width to the height of the facades shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.
3. *Proportion of openings.* The relationship of the width to height of windows and doors shall be visually compatible with properties, structures, sites, public ways, objects and places to which the building is visually related.
4. *Rhythm of solids to voids in facades.* The relationship of solids to voids in the facades of a structure shall be visually compatible with properties, structures, sites, public ways, objects and places to which it is visually related.
5. *Rhythm of spacing and structures on streets.* The relationship of a structure or object to the open space between it and adjoining structures or objects and the setback from the public ways shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.
6. *Rhythm of entrance porches, storefront recesses and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related.
7. **Relationship of materials and texture.** The relationship of the materials and texture of the facades shall be visually compatible with the predominant materials used in the existing structures to which it is visually related.
8. *Roof shapes and roof mounted equipment.* The roof shape of a structure including any roof mounted equipment shall be visually compatible with the structures to which it is visually related.
9. *Walls of continuity.* Facades and property and site structures, such as masonry walls, fences and landscape masses, shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street, to ensure visual compatibility with the properties, structures, sites, public ways, objects and places to which such elements are visually related.
10. **Scale of a structure.** The size and mass of structures in relation to open spaces, windows, door openings, porches and balconies shall be visually compatible with the properties, structures, sites, public ways, objects and places to which they are visually related.
11. *Directional expression of facades.* A structure shall be visually compatible with the properties, structures, sites, public ways, objects and places to which it is visually related in its directional character, whether this be vertical character, horizontal character or non-directional character.
12. **Original qualities.** For additions to existing structures, the distinguishing original qualities or character of a property, structure, site or object and its environment should be preserved. The alteration of any historic material or distinctive architectural features should be avoided when possible.
13. *Archaeological resources.* Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.
14. *Innovative design.* Innovative design for new construction and additions to existing properties shall not be discouraged when such new construction or additions do not destroy significant historic, cultural or architectural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.
15. *New additions.* Wherever possible, new additions to structures or objects shall be done in such a manner that if such additions were to be removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

16. *New construction.* In considering new construction such as a new free standing structure, the Commission shall not impose a requirement for the use of a single architectural style or period, though it may impose a requirement for compatibility.
 17. *Signs.* Any sign that is readily visible from a public street shall not be incongruous to the historic character of the landmark or the district. Recommendations regarding signs are advisory only and may be referred to DAPR.
- (C) Standards for Review of Relocation. In considering an application for a certificate of appropriateness for relocation, the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection 2-8-9(E):
1. Whether the historic or urbanistic character of the existing site or setting would be negatively impacted by the relocation of the structure or object.
 2. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area.
 3. Whether the relocation of the structure or object can be accomplished without significant damage to its physical integrity.
 4. Whether the proposed relocation area is compatible with the historic, cultural or architectural character of the structure or object.
- (D) **Standards for Review of Demolitions.** In considering an application for a certificate of appropriateness for demolition, the Commission shall consider only the following general standards and the standards included in Subsection 2-8-9(E):
1. **Whether the property, structure or object is of such historic, cultural, architectural or archaeological significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State.**
 2. **Whether the property, structure or object relates to the distinctive historic, cultural, architectural or archaeological character of the district as a whole and should be preserved for the benefit of the people of the City and the State.**
 3. **Whether demolition of the property, structure or object would be contrary to the purpose and intent of this Chapter and to the objectives of the historic preservation for the applicable district.**
 4. **Whether the property, structure or object is of such old, unusual or distinctive design, texture, and/or material that it could not be reproduced without great difficulty and/or expense.**
 5. **Whether the property, structure or object is of such physical condition that it represents a danger and imminent hazard condition to persons or property and that retention, remediation, or repair are not physically possible or require great difficulty and/or expense.**
 6. **Except in cases where the owner has no plans for a period of up to five (5) years to replace an existing landmark or property, structure or object in a district, no certificate of appropriateness shall be issued until plans for a replacement structure or object have been reviewed and approved by the Commission.**
- (E) In addition to the above standards, the Commission shall also consider the Secretary of Interior's "Standards for the Treatment of Historic Properties," as amended.

(Ord. No. [29-O-18](#), § 1, 5-14-2018)

#9: Describe:

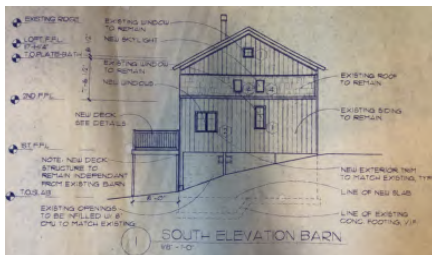
We are requesting that HPC approves the existing conditions of windows and skylights of the 2404 Ridge Avenue barn structure. The existing conditions reflect less work completed than were originally approved by the HPC 15+ years ago.

The existing conditions we are requesting approval for are detailed below:

- West elevation:
 - o 1st Floor: one double window to north of door, and two double windows to north of door, where three single windows & 1 double window were approved to the north of the door



- South elevation:
 - o one double window where one single window was as shown on approved plans - lower level windows were original when owner purchased.



- East elevation:
 - o Owner has already removed 3 skylights as requested by the City of Evanston.

The total restoration that exists today now is less than the approved plans approved as follows:

- 1) West elevation: Three less skylights
- 2) East Elevation: one less sliding door
- 3) South Elevation: one less single window

EAST ELEVATION BARN:

- Original Approved COA:
 - Everything completed as per approved plans besides replacement of left door. Less exterior alteration overall.



EAST ELEVATION (PLANS | EXISTING)

PUBLIC VIEW OF EAST ELEVATION (FROM RIDGE AVE SIDEWALK)





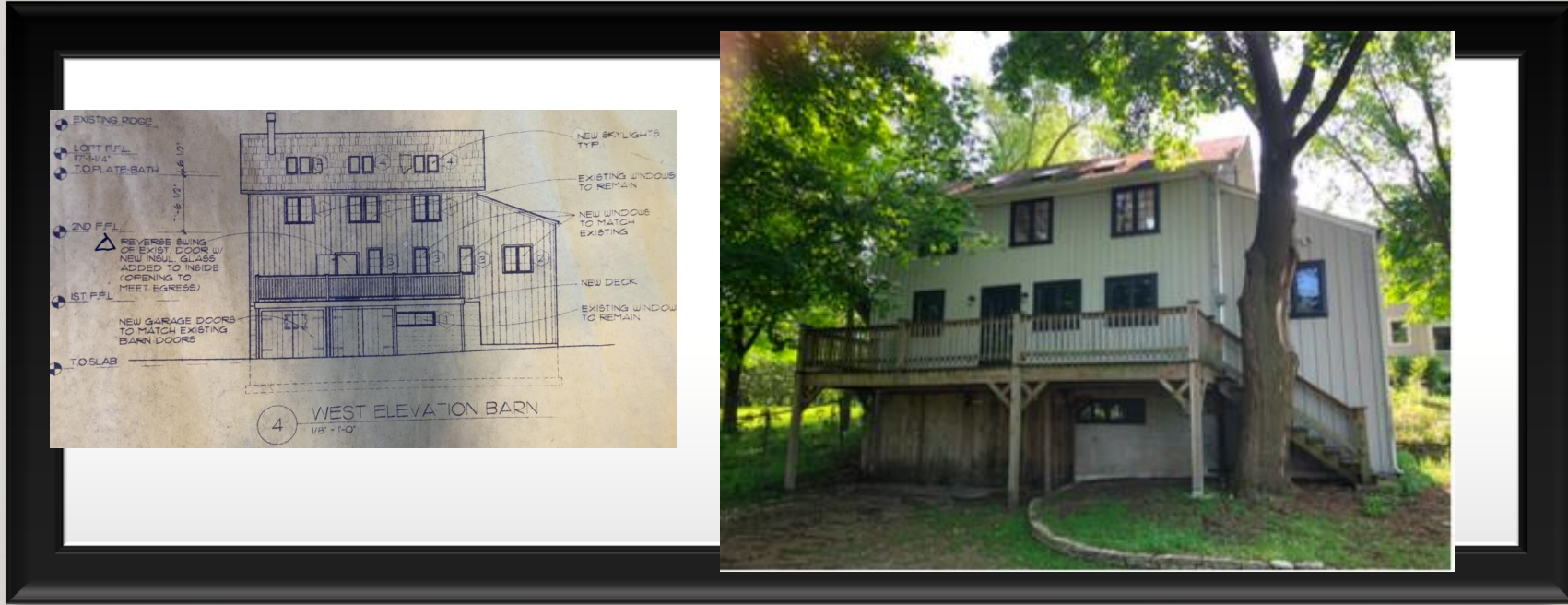
PUBLIC VIEW OF EAST ELEVATION (FROM LEAHY PARK)



**PUBLIC VIEW
OF EAST
ELEVATION**
(FROM LEAHY PARK)

WEST ELEVATION BARN:

- Original Approved COA:
 - 1st Floor: three single windows & one double window were approved to the south of the door.
 - 6 skylights on roof
- Existing Condition:
 - 1st Floor: One single window to north of door, and three double windows to south of door, installed to match existing 2nd floor double windows.
 - 3 skylights on roof. Less exterior alteration

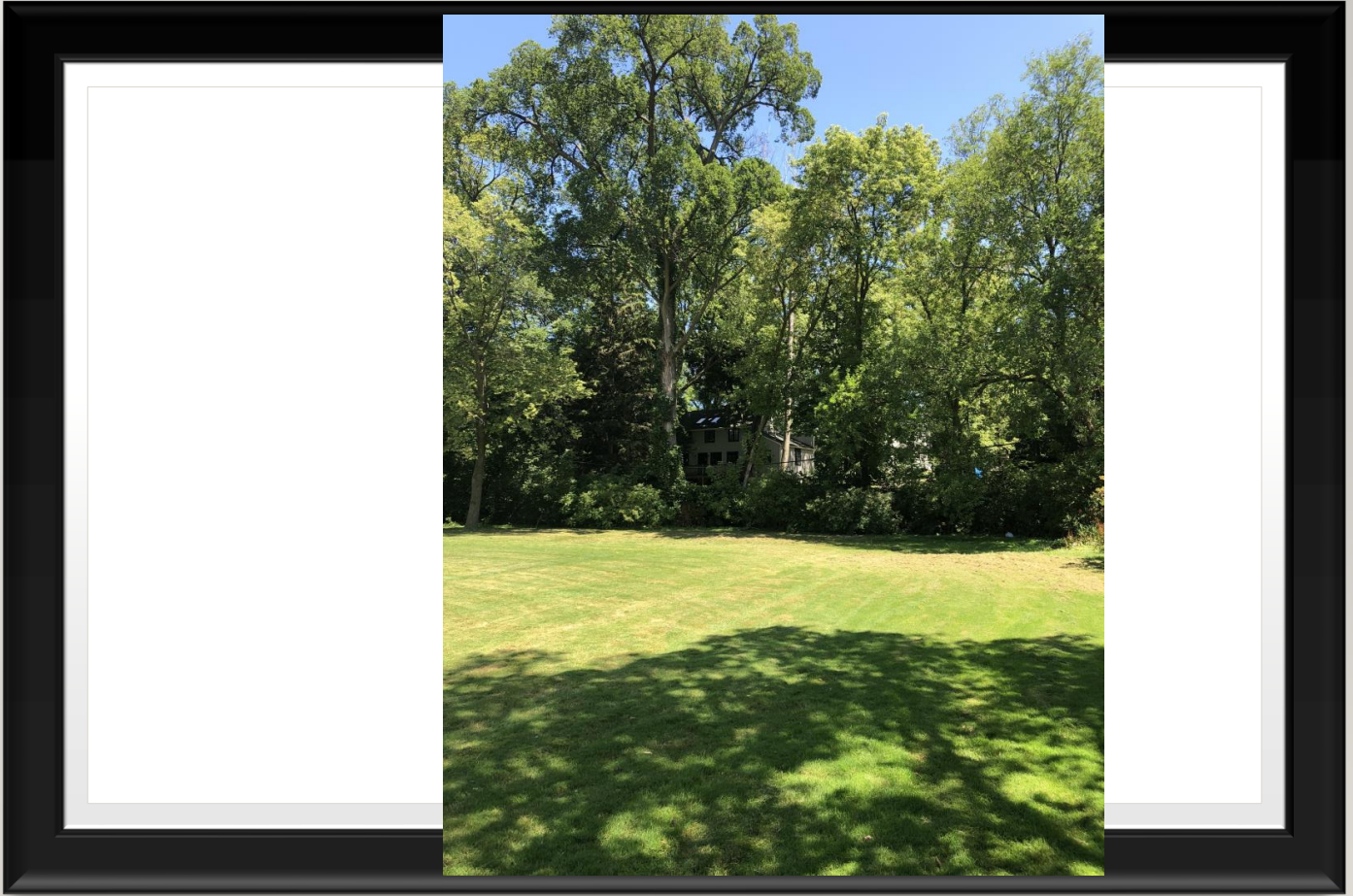


WEST ELEVATION BARN (PLANS | EXISTING)

PUBLIC VIEW OF WEST ELEVATION (FROM ALLEY)



PUBLIC VIEW OF WEST ELEVATION (FROM LEAHY PARK)



PUBLIC VIEW OF WEST ELEVATION (FROM LEAHY PARK)





PUBLIC VIEW OF WEST ELEVATION (FROM ALLEY)

PUBLIC VIEW OF WEST ELEVATION (FROM LINCOLN AVE)



SOUTH ELEVATION BARN:

- Original Approved COA:
 - 1st floor: Add one double window to the west of existing single window.
 - Ground floor: Infill existing door and window openings.
- Existing Conditions:
 - 1st Floor: single window removed and replaced with double window. Less exterior alteration overall.
 - Ground Floor: existing door and windows left as they were. Less exterior alterations overall.



BARN ELEVATIONS: SOUTH ELEVATION (PLANS | EXISTING)

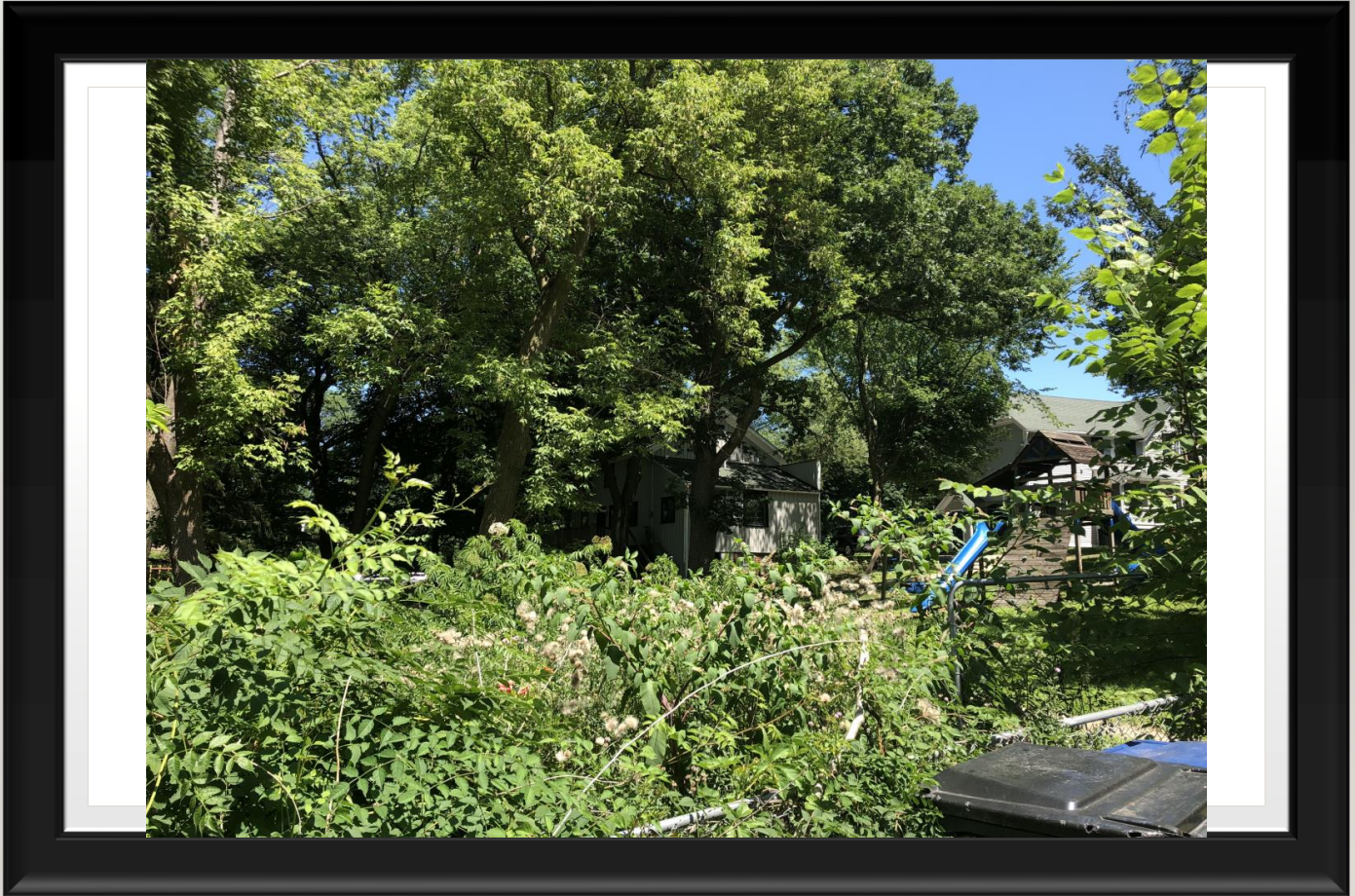
PUBLIC VIEW OF SOUTH ELEVATION (FROM ALLEY)





**PUBLIC VIEW
OF SOUTH
ELEVATION
(FROM RIDGE AVE
SIDEWALK)**

PUBLIC VIEW OF SOUTH ELEVATION (FROM ALLEY)



STREET VIEW FROM RIDGE AVE (FROM EAST SIDEWALK RIDGE AVE)





STREET VIEW FROM LINCOLN AVE

STREET VIEW FROM PUBLIC ALLEY





PARK VIEW FROM LEAHY PARK

HPC STANDARDS FOR REVIEW:

- 2-8-9.(a) 1. Every reasonable effort has been made to adapt the structure in a manner that requires minimal alteration to the property. Overall, less exterior work is existing than per the initially approved COA plans.
- 2-8-9.(a) 2. The existing conditions of the structure contain the original qualities and characters as they were originally constructed.
- 2-8-9.(a) 4. This work to the structure was done 20+ years ago and is evidence of the history and development of the structure. These changes that were made have acquired significance in their own right and this significance shall be recognized and respected. Owner has put forth significant time, energy and money to preserve this historic structure and property, preventing dilapidation and destruction.
- 2-8-9.(a) 6. When replacement is necessary, the material used matches the material being replaced in composition, color, design, texture, and other visual qualities.
- 2-8-9.(a) 9. The work done is innovative and should not be discouraged, since the existing conditions do not destroy significant historic, cultural, architectural, or archaeological material and the existing conditions are compatible with the features and character of the property, neighborhood and environment.



Carlos Ruiz <cruiz@cityofevanston.org>

New Preservation Commission form response notification

1 message

Google Form <smangum@cityofevanston.org>
Reply-To: smangum@cityofevanston.org
To: cruiz@cityofevanston.org, smangum@cityofevanston.org

Mon, Aug 10, 2020 at 10:02 AM

Your form has a new entry. Here are all the answers.

Name	Dianne Rucinski
Address of Residence	2354 Ridge Avenue
Please leave your phone number (for phoning in) or email (for video comment through Zoom platform) so that we may identify and call on you for your public comment and you may be able to call/video in.	dianne.rucinski@gmail.com
How would you like to make your public comment?	Written (see below)
Agenda Item (or comment on item not on the agenda)	20PRES-0187 Certificate of Appropriateness
Position on Agenda Item	Opposed
Provide Written Comment Here	The request before you is to let stand alterations to the barn exterior at 2404 Ridge Avenue that were not approved by the Preservation Commission in 1997. At that time, the Commission granted a COA for certain proposed alterations, but the applicant decided unilaterally to do different alterations. The current Commission now is being asked to reconsider the COA granted by the 1997 Commission. You are being asked to accept the applicant's judgment on the appropriateness of his alterations over the Commission's judgment. The highlighted standards in the application suggest that the applicant is arguing that the Commission mistakenly granted permission for too much alteration to the barn. If you decide to reconsider the Commission's 1997 decision, you should also reconsider the appropriateness of other aspects of that ruling - including the Commission's permission to construct a deck on the west side of the structure. That construction certainly seems incompatible with the historic structure, and may be an example of "too much permission."

Sent via [Google Form Notifications](#)



Carlos Ruiz <cruiz@cityofevanston.org>

New Preservation Commission form response notification

1 message

Google Form <smangum@cityofevanston.org>
Reply-To: smangum@cityofevanston.org
To: cruiz@cityofevanston.org, smangum@cityofevanston.org

Sun, Aug 9, 2020 at 4:43 PM

Your form has a new entry. Here are all the answers.

Name	Joyce and Bob Gettleman
Address of Residence	2332 Ridge Ave.,Evanston,60201
How would you like to make your public comment?	Written (see below)
Agenda Item (or comment on item not on the agenda)	2404 Ridge Ave-Landmark
Position on Agenda Item	Opposed
Provide Written Comment Here	We support our neighborhood's opposition to Mr. Sweitzer's attempt to inadequately remedy the damage he has already done to the historic barn.We support Peter Miller 's statement which outlines the opposition to the application for a Certificate of Appropriateness.

Sent via [Google Form Notifications](#)



Carlos Ruiz <cruiz@cityofevanston.org>

New Preservation Commission form response notification

1 message

Google Form <smangum@cityofevanston.org>
Reply-To: smangum@cityofevanston.org
To: cruiz@cityofevanston.org, smangum@cityofevanston.org

Mon, Aug 10, 2020 at 10:18 AM

Your form has a new entry. Here are all the answers.

Name	Mary Anne wexler
Address of Residence	1021 Colfax St.
How would you like to make your public comment?	Written (see below)
Agenda Item (or comment on item not on the agenda)	application for COA 2400 Ridge
Position on Agenda Item	Opposed
Provide Written Comment Here	<p>n view of Mr. Sweitzer's repeated and continuous efforts to avoid remediation of unapproved alterations to this landmark property, I am skeptical of his current representations that he has remediated those alterations in a manner that meets the original parameters set by the Commission. And I wonder if there has been an inspection to verify those original conditions were met.</p> <p>For example, he has merely covered the offending skylights with shingles. He has not restored the roof. Shingles are easily removed.</p> <p>Mr. Sweitzer has repeatedly misrepresented work he has done on the Barn, and repeatedly maintained it was someone else's fault - the City, the neighbors. And he has put forth considerable effort to avoid meeting the the conditions for approval imposed by the Commission at the outset of his construction.</p> <p>I believe it is important, before approving the application for a COA, that the Commission require the same conditions be met by Mr. Sweitzer's remediation as were set for the original project.</p> <p>Thank you for your time.</p> <p>Mary Anne Wexler</p>

Sent via [Google Form Notifications](#)



Carlos Ruiz <cruiz@cityofevanston.org>

New Preservation Commission form response notification

1 message

Google Form <smangum@cityofevanston.org>
Reply-To: smangum@cityofevanston.org
To: cruiz@cityofevanston.org, smangum@cityofevanston.org

Fri, Aug 7, 2020 at 12:49 PM

Your form has a new entry. Here are all the answers.

Name	Peter Miller
Address of Residence	2354 Ridge Avenue
Please leave your phone number (for phoning in) or email (for video comment through Zoom platform) so that we may identify and call on you for your public comment and you may be able to call/video in.	milpeter@gmail.com
How would you like to make your public comment?	Written (see below)
Agenda Item (or comment on item not on the agenda)	Case # 20PRES - 0187 Certificate of Appropriateness
Position on Agenda Item	Opposed
Provide Written Comment Here	<p>The applicant seeks a Certificate of Appropriateness for approval of existing conditions of windows and skylights on the barn at 2404 Ridge Avenue. The "existing conditions" were created when the applicant altered the exterior of the barn in ways that the Preservation Commission did not approve. The applicant submitted a plan to alter the barn exterior and received a COA, but then ignored the approved plan and did different alterations. For a year, the applicant has sought to avoid having to remediate the unapproved alterations, through multiple hearings before the Commission and appeals to the City Council. Having exhausted appeals, the applicant has done partial remediation of the barn exterior but seeks to be relieved of the responsibility for the remaining work. Does the Commission wish to grant the COA for the partial remediation and thereby set a precedent for all future COA applicants? Does the Commission want future applicants to know that they can submit plans merely to receive Commission approval and then do different, unapproved alterations to historic structures, with the expectation that the Commission will let them off the hook if they are caught? If the Commission is willing to risk damage to its credibility by entertaining the applicant's request, it should carefully verify all claims made in the application. The Commission should not simply accept any descriptions of the alterations made to the barn vs. those that were approved. The Commission also should not accept any assertions about the cost of remediating the extant unapproved alterations. I urge the Commission to reject the COA application. But if you wish to consider it, I urge it to very thoroughly inspect and establish the facts before rendering a decision.</p>

8/11/2020

CITY OF EVANSTON Mail - New Preservation Commission form response notification

Sent via [Google Form Notifications](#)



REGULAR CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTTLE COUNCIL CHAMBERS
Monday, August 10th, 2020

Present:		
	Alderman Fiske	Alderman Rue Simmons
	Alderman Braithwaite	Alderman Revelle
	Alderman Wynne	Alderman Rainey
	Alderman Wilson	Alderman Suffredin
		(8)
Absent:		
	Alderman Fleming (1)	
Presiding:	Mayor Stephen Hagerty	

Devon Reid
City Clerk

Motion to suspend the rules and allow the meeting to be held virtually
Passed 7-0

Ald. Suffredin absent for vote

Motion: Ald.
Wilson
Second: Ald.
Rainey

Mayor's Public Announcements

Mayor Hagerty Announcements:

[Watch](#)

- Proclamation: 100th Anniversary of the Ratification of the 19th Amendment - August 26, 2020
- COVID-19 Update
- Rental Assistance Program

City Manager's Public Announcements

City Manager Erika Storlie invited Lara Biggs, City Engineer, to give a presentation on the Shoreline repairs

[Watch](#)

City Clerk's Communications

City Clerk gave a presentation on public comment for City Council meetings

[Watch](#)

Public Comment

Michael J. Vasilko Shared his concerns over the spending on the new Robert Crown Center and outside law firm retained by the City. Believes the repairs for the shorelines should be postponed until a permanent solution can be developed. Inquired about the city assets that are being proposed to be sold as part of the budget update. Would like to know where the list of city assets is available for public inspection.

[Watch](#)

Mary Rosinski Shared her concerns over the city budget, selling of city assets and the closing of library branches in Evanston.

[Watch](#)

Special Order of Business

SP1. Approval of \$70,000 of CDBG-CV Funding for a COVID-19 MicroEnterprise Assistance Program

City Council approved CARES Act Community Development Block Grant (CDBG-CV) funding to establish a microenterprise assistance program for Evanston low- and moderate-income (LMI) micro-businesses to help mitigate the economic impact of COVID19 by providing critical financial support and technical assistance. The City received \$1,080,243 in CARES Act CDBG-CV funding. \$150,000 was proposed for economic development activities in the CARES Act budget. Funding in the amount of \$70,000 is requested for this LMI micro-enterprise grant program. If approved \$80,000 would remain for additional economic development activities. This activity would meet the CDBG-CV LMI national objective by providing financial support to LMI micro-enterprises. All CDBG-CV funds must be expended by June 15, 2026.

For Action

Approved 7-0

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Rue Simmons

SP2. 2020 Budget Update

Staff recommends discussion of the 2020 Budget Update.

For Discussion

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Fiske

SP3. ComEd Franchise Agreement Expiration

City Council did not enter into an agreement extension with Commonwealth Edison (ComEd) upon expiration of the current agreement on September 12, 2020.

For Action

Approved 7-0

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Revelle

Consent Agenda

CM1. Approval of the Minutes of the Regular City Council meeting of July 27, 2020

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Wilson

City Council approved the minutes of the Regular City Council meeting of July 27, 2020.

For Action

Approved on Consent Agenda

A1. Approval of the City of Evanston Payroll, Bills and Credit Card Activity

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Wilson

City Council approved the City of Evanston Payroll for the period of July 6, 2020, through July 19, 2020, in the amount of \$2,838,102.61, Bills List for August 11, 2020, in the amount of \$7,328,482.67 and credit card activity for the period ending May 26, 2020, in the amount of \$211,195.38.

Motion to remove invoices of the Clerk's Office from the Bills List Approved 7-0

Motion: Ald.
Wilson
Second: Ald.
Braithwaite

For Action

Approved 7-0 as amended

A2. Approval of BMO Harris Amazon Credit Card Activity

Motion: Ald. [Watch](#)
Rainey
Second: Ald.
Wilson

City Council approved the City of Evanston's BMO Harris Amazon Credit Card Activity for the period ending May 26, 2020, in the amount of \$10,827.13.

For Action

Approved 7-0

A3. Approval of Funding to MacQueen Equipment for Emergency Repairs to Pierce Arrow Fire Truck #313

City Council approved payment in the amount of \$36,781.06 to MacQueen Equipment (1401 N. Farnsworth Ave., Aurora, IL 60505) for emergency repairs previously performed on Fire Truck #313. Fire Truck #313 is used by the Fire Department and is critical to continue necessary operations throughout the City. MacQueen is the sole source vendor for these repairs. Funding will be from the Materials to Maintain Autos - Fleet Fund (Account 600.19.7710.65060) with a budget of \$1,055,250 and a YTD balance of \$557,380.57.

For Action

Approved on Consent Agenda

A4. Approval of Sole Source Contract Renewal with CDW for Cisco SmartNet Support Services

Staff recommends City Council approval of the purchase of Cisco SmartNet annual licenses and software from CDW (120 S. Riverside, Chicago, IL 60606) in the amount of \$42,000.00. This agreement provides support for the City's essential computer networking systems. Funding for the purchase will be from the IT Computer Software Fund (Account 100.19.1932.62340) with a YTD balance of \$270,530.23.

For Action

Withdrawn in Committee

A5. Approval of a Contract Extension with Thelen Materials for FY 2020 Leaf Hauling/Disposal

City Council authorized the City Manager to execute a one-year contract extension with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) for leaf hauling/disposal in the not-to-exceed amount of \$40,000. Funding is provided by the Motor Fuel Tax Fund (Account No. 200.40.5100.62509) which has a 2020 budget of \$120,000 of which \$40,000 still remains.

For Action

Approved on Consent Agenda

A6. Approval of Administrative Fee Increase to the Commercial Solid Waste Franchise to Support the City's Zero Waste by 2050 Goal

City Council directed the City Manager to draft an ordinance to modify the Administrative Fee as a part of the Commercial Solid Waste Franchise.

For Action

Approved on Consent Agenda

A7. Approval of Contract Award with A.L.L. Construction Group for Water Quality Laboratory Renovation (Bid 20-37)

City Council authorized the City Manager to execute an agreement with A.L.L. Construction Group (1425 South 55th Court, Cicero, Illinois, 60804) for the Water Quality Laboratory Renovation (Bid 20-37) in the amount of \$1,474,990.00. Funding is provided from the Water Fund (Account 513.71.7330.65515 - 718004), which has an approved FY 2020 budget of \$1,000,000 and a YTD balance of \$1,000,000. Another \$1,000,000 is

proposed to be allocated in FY 2021, for a total project budget of \$2,000,000.

For Action

Approved on Consent Agenda

A8. Approval of Contract Award with Robe Inc., for the Evanston Shoreline Improvements Project (Bid 20-36)

City Council authorized the City Manager to execute an agreement with Robe Inc. (6150 N. Northwest Highway, Chicago, IL 60631) for the Evanston Shoreline Improvements Project (Bid 20-36) in the amount of \$746,400.00. Funding is provided from the Capital Improvement Fund cash balance (Account Number 415.40.4219.65515 - 520011). This project was not budgeted in FY 2020.

For Action

Approved on Consent Agenda

A9. Approval of Change Order No. 1 to the Agreement with Capitol Cement Co., Inc. for the 2020 CDBG Improvements and Waste Transfer Alleys (Bid 20-38)

City Council authorized the City Manager to execute Change Order No. 1 to the agreement with Capitol Cement Co., Inc. (6231 N. Pulaski Road, Chicago, IL 60646) for the 2020 CDBG Improvements and Waste Transfer Station Alleys (Bid No. 20-38) in the amount of \$75,700.00. This will increase the overall contract amount from \$1,009,403.36 to \$1,085,103.36. Funding will be provided from the Waste Transfer Station Fund (415.40.4219.65515 – 420002), which has an approved FY 2020 budget of \$560,000.00 and a YTD balance of \$396,158.00.

For Action

Approved on Consent Agenda

A10. City of Evanston Joining Amicus Brief in Fulton v. City of Philadelphia

Motion: Ald. [Watch](#)

Rainey

Second: Ald.

Fiske

Staff seeks direction from City Council regarding whether or not the City of Evanston should be signators as amicus curiae ("friend of the court") in support of the City of Philadelphia in a case before the US Supreme Court.

For Action

Approved 7-0

A11. Resolution 67-R-20, Acknowledging the Participation in and Completion of the ComEd Green Region Program for the Pollinator

Habitat Improvement along the North Shore Channel Project

City Council adopted Resolution 67-R-20, Acknowledging the Participation in and Completion of the ComEd Green Region Program for the Pollinator Habitat Improvement along the North Shore Channel Project.

For Action

Approved on Consent Agenda

A12. Resolution 68-R-20, Authorizing the City Manager to Enter Into a Lease Agreement with the United States Postal Service for Parking in the City Parking Garage Located at 1800 Maple Avenue

City Council adopted Resolution 68-R-20, authorizing the City Manager to enter into a lease renewal with the United States Postal Service (USPS) Facilities Real Estate Division (7029 Albert Pick Road, Greensboro, N.C., 27498-1103). The lease provides for the parking of fifty-four (54) Postal Service vehicles in the City of Evanston's Parking Garage at 1800 Maple Street. USPS will pay the City \$110,352 a year through October 31, 2025.

For Action

Approved on Consent Agenda

A13. Resolution 69-R-20, Extending the State of Emergency Until September 14, 2020

City Council adopted Resolution 69-R-20, extending the state of emergency until September 14, 2020.

For Action

Approved on Consent Agenda

A14. Resolution 70-R-20, Intergovernmental Agreement for Coronavirus Relief Funds with Cook County

City Council adopted Resolution 70-R-20, authorizing the City Manager to execute an intergovernmental agreement for Coronavirus Relief Funds with Cook County.

For Action

Approved on Consent Agenda

A15. Ordinance 77-O-20, Amending Title 10, Chapter 11, Section 10 "Limited Parking" and Title 10, and Chapter 11, Section 12 "Parking

Zones” of the Evanston City Code Pertaining to Parking on Greenwood Street

City Council adopted Ordinance 77-O-20, amending Title 10, Chapter 11, Section 10 “Limited Parking” and Title 10, and Chapter 11, Section 12 “Parking Zones” of the Evanston City Code, regarding parking on Greenwood Street. Greenwood Street will change from four (4) hour paid parking to free parking with a two (2) hour limit or have a Residential Parking Permit B or C.

For Introduction

Approved on Consent Agenda

A16. Ordinance 79-O-20, Amending Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee

City Council adopted Ordinance 79-O-20 by which the City Council would amend Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee.

For Introduction

Approved on Consent Agenda

ED1. Approval of Entrepreneurship Emergency Assistance Grants Economic Development staff recommends City Council approval for financial assistance through the Entrepreneurship Support Program for the following applicants: Featherson Realty - \$2,500; Life in Progress - \$1,779.96; Minouchic Boutique - \$2,500.

Motion: Ald. [Watch](#)
Wilson
Second: Ald. Rainey

City Council adopted the Economic Development Entrepreneurship Support Fund (Account 100.15.5300.62664). The approved 2020 fiscal year budget allocated \$50,000 to the Entrepreneurship Support account. However, on July 27 the City Council approved utilizing \$50,000 from the Local Employment Program (LEP) penalty account (100.41307) to provide additional funding for emergency assistance entrepreneurship grants. To date, \$59,339.77 has been granted in entrepreneurship support.

For Action

Approved 6-1-0

Ald. Rue Simmons recused herself

HS1. Review of Evanston Police Complaints and Comments Report

City Council accepted and placed on file the review of Evanston Police Complaints and Comments Report.

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

APP1. Approval of Aldermanic Appointments to the 911 Emergency Telephone System Board

City Council approved Alderman Peter Braithwaite and Alderman Robin Rue Simmons to the 911 Emergency Telephone System Board.

For Action
Approved on Consent Agenda

Call of the Wards

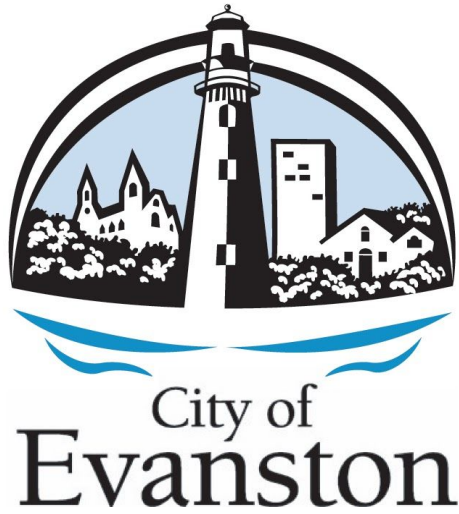
Ward 1:	Expressed her condolences to the family of Madelyn Ducree. Ward meeting on Tuesday September 1, 2020.	Watch
Ward 2:	Expressed his condolences to the family of Madelyn Ducree. Ward meeting on August 13, 2020 at 6:00 p.m.	Watch
Ward 3:	Expressed her condolences to the family of Madelyn Ducree. Recognized the women who advanced women's suffrage.	Watch
Ward 4:	Expressed his condolences to the family of Madelyn Ducree. Encourage City Council to support families and children returning to school.	Watch
Ward 5:	Expressed her condolences to the family of Madelyn Ducree. Thanked residents who've made anonymous tips to the police department and helped in the arrest of a suspect involved in the murder of a 5th Ward resident. Wished a happy birthday to Louise Sutton Strong. Thanked leaders in Evanston for taking ownership and helping the community. Lastly there is a Ward meeting on Wednesday August 12, 2020.	Watch
Ward 6:	No Report	Watch
Ward 7:	Expressed her condolences to the family of Madelyn Ducree. Thanked Mayor Hagerty for issuing a proclamation for the ratification of the 19th Amendment. The Human Services Committee has begun the discussion of an alternative emergency response system. Further discussions will take place during all the meetings in the month of August.	Watch

Ward 8:	Thanked residents who've made anonymous tips to the police department and helped in the arrest of a suspect involved in the murder of a 5th Ward resident. Expressed her condolences to the family of Madelyn Ducree. Stated there was a surprise to be unveiled on the northern wall of Daws Elementary School. There is a new Starbucks located inside St. Francis Hospital.	Watch
Ward 9:	No Report	Watch

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.

Ald. Wilson led City Council into Executive Session pursuant to 5 ILCS 120/2(a) to discuss agenda items regarding litigation and minutes. These agenda items are permitted subject to be considered in Executive Session and are an enumerated exception under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(2)(11)(21). A roll call vote was taken and by a vote of 7-0 City Council recessed into Executive Session.



REGULAR CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLER COUNCIL CHAMBERS
Tuesday, September 8th, 2020

Present:		
	Alderman Fiske	Alderman Revelle
	Alderman Braithwaite	Alderman Rainey
	Alderman Wynne	Alderman Fleming
	Alderman Wilson	Alderman Suffredin
	Alderman Rue Simmons	(9)
Absent:		
Presiding:	Mayor Stephen Hagerty	

Devon Reid
City Clerk

Motion to suspend the rules and allow the meeting to be held virtually
Passed 8-0

Motion: Ald.
Wilson
Second: Ald.
Wynne

Mayor's Public Announcements

Mayor Hagerty expressed his condolences to the family of C.J. Weaver

[Watch](#)

City Manager's Public Announcements

City Manager Erika Storlie had no announcements

Watch

City Clerk's Communications

City Clerk read public comments into the record. He also shared information about the upcoming November Election and the 2021 Municipal Election.

[Watch](#)

Public Comment

Linda Del Bosque

Expressed her concerns on how the most recent Board of Ethics meeting had transpired.

[Watch](#)

Carl Klein

Thanked City Council for amending the agenda for today's executive session meeting. Shared that no action can be taken during an executive session. Thanked Ald. Rue Simmons for her efforts in encouraging 5th Ward residents to participate in the US Census. Asked Ald. Fiske to work with Northwestern University to ensure students completing the census live in Evanston.

[Watch](#)

Mollie Hartenstein

Spoke of the ongoing efforts to defund the Evanston Police Department.

[Watch](#)

Michael J. Vasilko

Asked for an update on the search for a new City Manager. Wants to see the list of candidates up for consideration for the role of City Manager. Believes the new emergency response system should be made into a referendum. Asked for an updated response to his Freedom of Information Act.

[Watch](#)

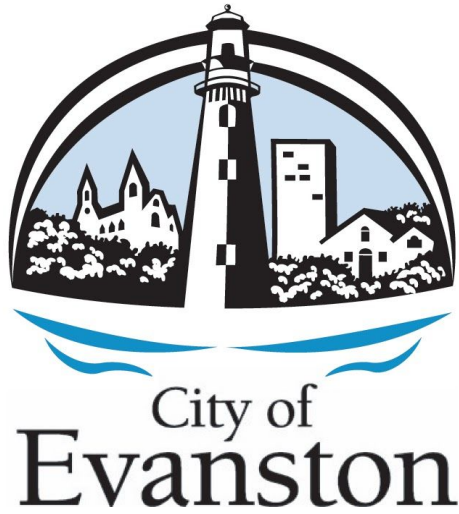
Nicholas Davis	Shared his remarks on the topic of defunding the police department.	Watch
Adam Marquardt	Voiced his support for Clerk Reid on his ongoing efforts to make transparent the operations of the City of Evanston. Shared his remarks in response to the Health and Human Services Committee allocating funds towards social workers who will accompany police officers. Shared alternative solutions to having social workers accompany police officers.	Watch
Sean Peck-Collier	Believes the City of Evanston has not been transparent with residents. Shared his concerns over the treatment received by marginalized workers by the City of Evanston. Questioned the City's commitment to providing safety for everyone.	Watch
Sharon Kushiner	Shared her concerns about the public being removed from zoom meetings. She requested an update on when the next Human Services Committee meeting will take place. Stated that in lieu of selling city assets, the city should reallocated funds from other departments to balance the budget.	Watch
Alex Piper	Stated that police engagement without sufficient oversight has left many minority communities feeling unsafe. Said the fear in reducing our police presence because it will increase crime has lead to unsuccessful alternatives in police services. Asked City Council to bring the discussions into the communities that have been disproportionately affected by police intervention.	Watch
Clare Kelly	Hopes the City Council is working with Northwestern on any potential risk of COVID-19 with students of the university. She is concerned the City continues to use taxpayer money on litigation. She also shared her concerns about the Ethics Board meeting on September 2, 2020 and the Evanston Police Department budget.	Watch
Darlene Cannon	She called for all oppressive systems, including the Evanston Police Department, to be dismantled. She wants to expose the abuse of power she believes Mayor Hagerty has shown towards Clerk Reid.	Watch
Alec Avery	Thanked all activists in Evanston who've worked on the issue of defunding the police. He agrees with the sentiment being shared by other residents who believe no impartial treatment was received by Clerk Reid during the last Ethics Board meeting.	Watch

Call of the Wards

Ward 1:	No Report	Watch
Ward 2:	Ward meeting on Thursday, September 10, 2020, at 6:00 p.m. Topics include Harbert Park and the city budget. Extended his condolences to the Weaver family.	Watch
Ward 3:	Extended her condolences to the Weaver family.	Watch
Ward 4:	Extended his condolences to the Weaver family.	Watch
Ward 5:	Extended her condolences to the Weaver family. Ward meeting on September 9, 2020, at 7 p.m. via Zoom. Thanked everyone who has followed the reparations movement. Encouraged residents to complete the U.S. Census.	Watch
Ward 6:	Extended his condolences to the Weaver family.	Watch
Ward 7:	Extended her condolences to the Weaver family. There will be a Ward meeting on September 22, 2020	Watch
Ward 8:	Extended her condolences to the Weaver family. She thanked the offices of Congresswoman Jan Schakowsky, Senator Dick Durbin and Ald. Rue Simmons for their help on the Evergreen project.	Watch
Ward 9:	Extended her condolences to the Weaver family. She also extended her condolences to the families that lost their loved ones recently in car accidents. The Ward meeting has been moved to September 17, 2020.	Watch

Adjournment

Ald. Wilson led City Council into Executive Session pursuant to 5 ILCS 120/2(a) to discuss agenda items regarding personnel and litigation. These agenda item are permitted subject to be considered in Executive Session and are an enumerated exception under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(1)(11). A roll call vote was taken and by a vote of 8-0 City Council recessed into Executive Session.



REGULAR CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTTLE COUNCIL CHAMBERS
Monday, September 14th, 2020

Present:		
	Alderman Fiske	Alderman Revelle
	Alderman Braithwaite	Alderman Rainey
	Alderman Wilson	Alderman Fleming
	Alderman Rue Simmons	Alderman Suffredin
		(8)
Absent:		
	Alderman Wynne (1)	
Presiding:	Mayor Stephen Hagerty	

Devon Reid
City Clerk

Mayor's Public Announcements

Mayor Hagerty Announcements:

[Watch](#)

- Hispanic Heritage Month - September 2020
- National Senior Center Month - September 2020
- Emergency Preparedness Month - September 2020
- City Manager Search Update
- COVID-19 Update

City Manager's Public Announcements

City Manager Erika Storlie had no announcements

[Watch](#)

City Clerk's Communications

City Clerk gave information about the upcoming November 3, 2020 Election

[Watch](#)

Public Comment

Ray Friedman	He wants to have an open forum for the budget discussion between residents and staff. Asked a few questions about the budget he would like answered.	Watch
Rick Nelson	Encouraged the adoption of the Resolution 72-R-20E by City Council	Watch
Neal Weingarden	Provided use of force date to the City Council	Watch
Misty Witenberg	Shared her concerns over the HR process of the City of Evanston	Watch
Linda Del Bosque	Thanked Mayor Hagerty for honoring Hispanic Heritage Month	Watch
Michael J. Vasilko	Wanted clarification of the authority the City Manager has to reduce the budget of a department before a public discussion can take place. Believes residents should have more participation in the City Manager selection process.	Watch
Joe Roth	Wants to add an amendment to Resolution 62-R-20 to help tenants and landlords have conversations early on with COVID-19 impacts.	Watch

Doreen Price	Inquired if de escalation training included trauma recognition with police interactions. Would like remediation to be included in the discussion related to the City Manager search.	Watch
Mary Rosinski	Believes there should be long-term financial statements before selling any city-owned assets. Doesn't want the City to spend money it doesn't have and delay development projects without adequate funding. Wants the City to be fiscally responsible and not look for short-term infusions.	Watch
Tina Paden	Opposed Ordinance 80-O-20 because she stated the applicant has never spoken with her about his intention of placing a cannabis dispensary across the street from her home. She said it wasn't fair the zoning for the 1st Ward is being changed while the 5th Ward's requests for a zoning change is being ignored.	Watch

Special Order of Business

SP1. City Council Review and Discussion of Mayor Hagerty's 90-day Use of Force Pledge

Motion: Ald. Rue Simmons
Second: Ald. Wilson

[Watch](#)

Staff recommends the City Council review and discuss Mayor Hagerty's 90-day Use of Force Pledge.

For Discussion

Mayor Hagerty recommends placing report on the next Human Service agenda

SP2. Economic Development Update and Strategy

Motion: Ald. Rue Simmons
Second: Ald. Wilson

[Watch](#)

Staff seeks to provide City Council with an update on the economic climate in Evanston prior to and during COVID-19.

For Action: Accept and Place on File

Approved 8-0 and will be sent to the Economic Development Committee.

Consent Agenda

A1. Approval of the City of Evanston Payroll, Bills and Credit Card Activity

City Council approved of the City of Evanston Payroll for the period of July 20, 2020, through August 2, 2020, in the amount of \$2,397,828.77, August 3, 2020, through August 16, in the amount \$2,379,274.86 Bills List for September 15, 2020, in the amount of \$7,737,393.20 and credit card activity for the period ending June 26, 2020, in the amount of \$212,669.05.

Motion: Ald. Fleming
Second: Ald. Rue Simmons

[Watch](#)

For Action

Approved on Consent Agenda

A2. Approval of BMO Harris Amazon Credit Card Activity

City Council approved the City of Evanston's BMO Harris Amazon Credit Card Activity for the period ending June 26, 2020, in the amount of \$10,735.11.

Motion: Ald. Rue Simmons
Second: Ald. Fleming

[Watch](#)

For Action

Passed 7-1-0

Ald. Suffredin abstained

A3. Approval of Sole Source Contract Renewal with CDW for Cisco SmartNet Support Services

City Council approved the purchase of Cisco SmartNet annual licenses and software support from CDW (120 S. Riverside, Chicago, IL 60606) in the amount of \$70,471.64. This agreement provides support for the City's essential computer networking and security systems. Funding for the purchase will be from the IT Computer Software Fund (Account 100.19.1932.62340) with a YTD balance of \$270,530.23.

For Action

Approved on Consent Agenda

A4. Approval of Contract Award for Microfiche Digital Conversion Services with Microsystems, Inc.

City Council authorized the City Manager to execute a sole source service agreement with Microsystems, Inc. (625 Academy Drive, Northbrook, IL 60062) for the digital conversion of the microfiche stored within the Community Development Department and at Microsystems Inc.'s location. The total cost of this one-time expense estimated between \$85,000-\$95,000. The final cost will be determined based on the total number of microfiche being scanned. Funding is provided by the Building and Inspection Service Division Software Maintenance Unit (Account

100.21.2126.62236), was has an approved FY 2020 budget of \$151,189 and a YTD balance of \$150,127.80.

For Action

Approved on Consent Agenda

A5. Approval of Special Event: American Legion Post 42 Patio Concerts

City Council approved the special event permit application submitted by the Evanston American Legion Post 24 to host live music concerts on city property adjacent to the Chandler-Newberger Center. Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored Events.

For Action

Approved on Consent Agenda

A6. Approval of Contract Award with A. Epstein & Sons International, Inc. for the Chicago Avenue Corridor Improvement Project Phase I Engineering Services

City Council authorized the City Manager to execute an agreement with A. Epstein & Sons International Inc. (600 West Fulton Street, Chicago, IL 60661) in the amount of \$467,146.44 to provide Phase I Engineering Services for the Chicago Avenue Corridor Improvement Project Engineering Services. This project will be funded from the Capital Improvement Fund 2020 General Obligation Bonds (Account No. 415.40.4120.62145 - 420003) which has FY 2020 budget of \$400,000 for this project, all of which is remaining. Additional funding in the amount of \$68,000 will come from savings in other projects.

For Action

Approved on Consent Agenda

A7. Approval of Contract Award with Granite Inliner, LLC for 2020 CIPP Sewer Rehabilitation – Contract B (Bid No. 20-41)

City Council authorized the City Manager to execute a contract for the 2020 CIPP Sewer Rehabilitation – Contract B (Bid No. 20-41) with Granite Inliner, LLC (5031 W. 66th Street, Bedford Park, IL 60638) in the amount of \$371,265.00. Funding for this project is from the West Evanston TIF Fund (Account No. 335.99.5870.65515 - 420023), which has an FY 2020 budget of \$400,000 for this work, all of which is remaining.

For Action

Approved on Consent Agenda

A8. Approval of Contract Award with Duke's Root Control, Inc. for 2020-2022 Root Treatment (Bid No. 20-42)

City Council authorized the City Manager to execute a contract for 2020-2022 Root Treatment (Bid No. 20-42) with Duke's Root Control, Inc. (1020 Hiawatha Blvd. W., Syracuse, NY) in the amount of \$190,580.08. Funding for this project is from the Sewer Fund (Account No. 515.40.4530.62461), which has an FY 2020 budget of \$175,000 for this work, all is remaining. Staff proposes to budget \$70,000 for root treatment in this same account in future years.

For Action

Approved on Consent Agenda

A9. Approval of Change Order No. 1 to the Agreement with Courtesy Electrical Inc. for the Emergency Generators at Police/Fire Headquarters, Fire Station 1 and Fire Station 2 Project (Bid 20-05)

City Council authorized the City Manager to execute Change Order No. 1 to the agreement with Courtesy Electrical Inc. (6535 N. Olmsted Ave., Chicago, IL. 606312) for the Emergency Generators at Police/Fire Headquarters, Fire Station 1 and Fire Station 2 Project (Bid 20-05). This change order includes a time extension of 63 calendar days, extending the contract completion deadline from August 31, 2020 to November 2, 2020. There is no cost increase associated with this change order. Funding is provided from the Capital Improvement Fund 2019 and 2020 General Obligation Bonds. No additional funding is needed for this change order.

For Action

Approved on Consent Agenda

A10. Authorizing the Extension of the Employment Contract with Erika Storlie for Serving as Interim City Manager for the City of Evanston

City Council approved the extension of the employment contract with Erika Storlie for serving as Interim City Manager for the City of Evanston. The current contract expires on September 24, 2020 and the extension would allow for an additional 90 days.

For Action

Approved on Consent Agenda

A11. Solicitation of Alternative Services from the City's Current Food and Yard Waste Hauler

Staff will solicit alternative services from the City's current food and yard waste hauler (Groot Industries, Inc.) to determine if there are program models that can both increase access to the service and better cover the cost of the service.

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

A12. Resolution 62-R-20, Creating a Provisional Moratorium on Tenant Eviction Notices Due to COVID-19 Impact

Staff recommends City Council adoption of Resolution 62-R-20, creating a provisional moratorium on tenant eviction notices due to COVID-19 impact.

Motion: Ald. Rue Simmons
Second: Ald. Braithwaite

[Watch](#)

Motion to table until September 29 City Council meeting
Passed 6-2 Aids. Suffredin and Fleming voted "No"

Motion: Ald. Braithwaite
Second: Ald. Rue Simmons

For Action
Tabled until September 29 City Council meeting

A13. Resolution 71-R-20, Extending the Declared State of Emergency Until October 12, 2020

City Council adopted Resolution 71-R-20, extending the declared state of emergency until October 12, 2020.

For Action
Approved on Consent Agenda

A14. Resolution 74-R-20, Approval of the City of Evanston Donation Policy Amendment

City Council adopted Resolution 74-R-20, Approval of the City of Evanston Donation Policy Amendment.

For Action
Approved on Consent Agenda

A15. Ordinance 19-O-20, Amending Title 10, Chapter 11, Section 10 "Limited Parking" and Section 12 "Parking Zones" Amending Parking on Central Street and Hurd Avenue

City Council adopted Ordinance 19-O20, amending Title 10, Chapter 11,

Section 10 (Limited Parking) and Section 12 (Parking Zones) of the City Code for portions of Hurd Avenue and Central Street to allow for four (4) hour parking, until the first meeting in April 2021. The Ordinance allows for Hurd Avenue parking will remain free, and Central Street from Hurd Avenue to Central Park Avenue will be amended to allow for four (4) hour paid parking. The Ordinance was tabled February 10 until September 14, 2020. At this time, the City's Parking Study has not yet been completed due to COVID-19, and staff is requesting more time for the study results before the changes to Hurd and Central Park are made.

For Introduction

Approved on Consent Agenda

A16. Ordinance 57-O-20, Amending Title 10, Chapters 10 and 11, "Limited Parking" and "Parking Zones" Regarding Electric Vehicle Charging Parking Spaces

Staff recommends City Council adoption of Ordinance 57-O-20, amending Title 10, Chapters 10 and 11, "Limited Parking" and "Parking Zones" regarding Electric Vehicle (EV) parking spaces. The Ordinance adds EV stations at the Robert Crown Center, and requires payment for parking in the EV spaces with a maximum amount of hours the space can be occupied. This will ensure a better turnover and provide additional revenue to expand the City's program in the future.

For Introduction

Staff removed from APW Agenda for further revisions.

A17. Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee

City Council adopted Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee.

For Introduction

Passed 8-0

A18. Ordinance 81-O-20, Amending City Code Section 10-11-5(C), Schedule V(C) "Three-Way Stops" to Include Three-Way Stops at Oakton Street and Sherman Avenue

City Council adopted Ordinance 81-O-20, Amending City Code Section

10-11-5(C), Schedule V(C) "Three-Way Stops" to Include Three-Way Stops at Oakton Street and Sherman Avenue. Alderman Fleming requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting. Funding will be through the General Fund-Traffic Control Supplies (100.40.4520.65115), with a FY 2020 budget of \$58,000 and remaining balance of \$15,064.

For Introduction and Action

Passed 8-0

A19. Ordinance 83-O-20, Decrease of Class D Liquor Licenses from Sixty to Fifty-Nine from Furious Spoon Evanston Maple Avenue, Inc. d/b/a Furious Spoon, 1700 Maple Avenue

City Council adopted Ordinance 83-O-20, decrease of Class D liquor licenses from sixty (60) to fifty-nine (59) from Furious Spoon Evanston, 1700 Maple Avenue. The Liquor Control Commissioner requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting.

For Introduction and Action

Passed 8-0

A20. Ordinance 87-O-20, Increase of Class D Liquor Licenses from FiftyNine to Sixty for Palmhouse Productions, LLC d/b/a Palmhouse, 619 Howard Street

City Council adopted Ordinance 87-O-20, increase of Class D liquor licenses from fifty-nine (59) to sixty (60) for Palmhouse, 619 Howard Street. The Liquor Control Commissioner requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting.

For Introduction and Action

Passed 8-0

A21. Ordinance 88-O-20, Increase of Class C Liquor Licenses from 18 to 19 For Clarke's Off Campus, Inc. d/b/a Clarke's Off Campus, 804 Davis Street

City Council adopted Ordinance 88-O-20, increase of Class C liquor licenses from eighteen (18) to nineteen (19) for Clarke's Off Campus, 804 Davis Street. The Liquor Control Commissioner requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting.

For Introduction and Action

Passed 8-0

A22. Ordinance 89-O-20, Increase of Class K Liquor Licenses from 3 to 4 for Garilaci, LLC, d/b/a Vinissimo, 2120 Central Street

City Council adopted Ordinance 89-O-20, increase of Class K liquor licenses from three (3) to four (4) for Vinissimo, 2120 Central Street. The Liquor Control Commissioner requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting.

For Introduction and Action

Passed 8-0

A23. Ordinance 90-O-20, Increase of Class P-5 Liquor Licenses from 0 to 1 for Few Spirits, LLC d/b/a Few Spirits, 918 Chicago Avenue

City Council adopted Ordinance 90-O-20, increase of Class P-5 liquor licenses from zero (0) to one (1) for Few Spirits, 918 Chicago Avenue. The Liquor Control Commissioner requests suspension of the rules for Introduction and Action at the September 14, 2020 City Council meeting.

For Introduction and Action

Passed 8-0

A24. Ordinance 77-O-20, Amending Title 10, Chapter 11, Section 10 “Limited Parking” and Title 10, and Chapter 11, Section 12 “Parking Zones” of the Evanston City Code Pertaining to Parking on Greenwood Street

City Council adopted Ordinance 77-O-20, amending Title 10, Chapter 11, Section 10 “Limited Parking” and Title 10, and Chapter 11, Section 12 “Parking Zones” of the Evanston City Code, regarding parking on Greenwood Street. Greenwood Street will change from four (4) hour paid parking to free parking with a two (2) hour limit or have a Residential Parking Permit B or C.

For Action

Passed 8-0

A25. Ordinance 79-O-20, Amending Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee

City Council adopted Ordinance 79-O-20 by which the City Council would

amend Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee.

For Action

Staff removed from APW Agenda for further revisions.

P1. Resolution 73-R-20, Approving a Plat of Subdivision for 2404 Ridge Avenue

Staff recommends adoption of Resolution 73-R-20 approving a resubdivision of 2404 Ridge Avenue subject to conditions of approval requiring a 6-foot dedication of land for alley widening, a view easement for the existing landmarked house, disconnection of utility services, and capping and sealing of a well.

For Action

Item held in Committee

P2. Resolution 72-R-20, To Support Environmental Justice

City Council adopted Resolution 72-R-20, To Support Environmental Justice.

For Action

Approved on Consent Agenda

P3. Ordinance 84-O-20, Granting a Map Amendment at 1910-1946 Orrington Ave and 714-716 Foster St., to rezone from the R4a General Residential District to R1 Single-family Residential District

City Council denied a Zoning Map Amendment, Ordinance 84-O-20, to rezone properties located at 1910– 1946 Orrington Avenue and 714-716 Foster Street from the R4a General Residential District to the R1 Single-Family Residential District.

For Introduction

Approved on Consent Agenda

P4. Ordinance 80-O-20, Granting a Special Use Permit for a Cannabis Transporter Business Located at 1701 Howard Street in the C1 Commercial District ("MJA Chicago LLC")

City Council adopted Ordinance 80-O-20 granting a Special Use for a

Cannabis Transporter, MJA Chicago LLC, in the C1 Commercial District located at 1701 Howard Street. The applicant has complied with all zoning requirements and meets all Standards for Special Use for this zoning district.

For Introduction

Approved on Consent Agenda

P5. Ordinance 86-O-20, Amending Title 6 of the Evanston City Code to Create Accessory Dwelling Unit Regulations and to Revise the Calculation of Building Lot Coverage

City Council adopted Ordinance 86-O-20, a Text Amendment to the Zoning Ordinance to Create Accessory Dwelling Unit Regulations and to revise the calculation of Building Lot Coverage.

For Introduction

Approved on Consent Agenda

HS1. City of Evanston Emergency Pantry Update

City Council accepted and placed on file the City of Evanston Emergency Food Pantry Update. Funding will be provided from the Donations Line Item (Account 100.15.1560.56011), which has a current balance of \$63,211.

For Action: Accept and Place on File

Approved on Consent Agenda

ED1. Approval of Entrepreneurship Emergency Assistance Grants

City Council approved financial assistance through the Emergency Assistance Entrepreneurship Support Program for the following applicants: Ginger Please Juice and teas \$2,310; Powering Campaigns \$2,120; Nargis Beauty Spot \$2,500; Blissful Nail Spa \$2,500; Hella Food \$2,205; Freeman Pictures, Inc. \$1,944.72; The Straps \$2,500; Community Wellness Institute, LLC \$1,652; Serenity Nail Spa, Inc. \$2,500; Reprise Evanston, LLC \$2,500; Adams, Howard & Matthews, LLC \$2,500; PAJ Couture \$2,500; Joy of Downsizing \$2,500; Kombucha Brava; \$2,500; PHLB, LLC \$2,500; Koi Consulting Group, Inc. \$2,500; Star Cleaners \$2,500. Staff recommends utilizing the Local Employment Program (LEP) penalty fund (100.41307) for the amount of \$40,231.72. To date, \$59,339.77 has been granted in entrepreneurship support - \$50,000 from the Entrepreneurship Support account, and \$9,339.77 from the LEP account. The LEP fund has a remaining balance of \$40,660.23.

For Action

Approved on Consent Agenda

Call of the Wards

Ward 1:	No Report	Watch
Ward 2:	Thanked residents who attended the last Ward meeting. Shared his concern over comments that label any part of the city as “ghetto”.	Watch
Ward 3:	No Report	Watch
Ward 4:	No Report	Watch
Ward 5:	Ward meeting on September 17, 2020 at 7 p..m	Watch
Ward 6:	No Report	Watch
Ward 7:	Ward meeting on September 22, 2020 to discuss police services, Central St. Business District, infrastructure projects and Harley Clarke.	Watch
Ward 8:	Bike to Ridge on September 20, 2020 from 9 am to 1pm. Asked for clarification on deadly force from Chief Cook.	Watch
Ward 9:	Encouraged residents to participate at the budget meeting on September 16, 2020. There will be a recap of the budget during the Ward meeting on September 17, 2020. Sign up for a discussion with Building Community Block By Block will be sent next week for residents of the 9th Ward.	Watch

Adjournment

Ald. Wilson led City Council into Executive Session pursuant to 5 ILCS 120/2(a) to discuss agenda items regarding personnel, litigation and minutes. These agenda item are permitted subjects to be considered in Executive Session and are an enumerated exception under the Open Meetings Act with the exception being 5 ILCS 120/2(a)(c)(1)(11)(21). A roll call vote was taken and by a vote of 8-0 City Council recessed into Executive Session.



Memorandum

To: Honorable Mayor and Members of the City Council
 CC: Members of Administration and Public Works Committee
 From: Tera Davis, Accounts Payable Coordinator
 CC: Hitesh Desai, Chief Financial Officer/Treasurer
 Subject: Approval of the City of Evanston Payroll, Bills
 Date: September 29, 2020

Recommended Action:

Staff recommends City Council approval of the City of Evanston Payroll for the period of August 17, 2020, through August 30, 2020, in the amount of \$2,674,652.57, August 31, 2020, through September 13, in the amount \$2,777,357.83 and Bills List for September 29, 2020, in the amount of \$3,695,015.83.

Council Action:

For Action

Summary:

Payroll – August 17, 2020, through August 30, 2020 (Payroll includes employer portion of IMRF, FICA, and Medicare)	\$2,674,652.57
Payroll – August 31, 2020, through September 13, 2020 (Payroll includes employer portion of IMRF, FICA, and Medicare)	\$2,777,357.83
Bills List – September 29, 2020,	\$3,695,015.83
General Fund Amount – Bills list	\$382,751.89
Advanced Check -	<u>\$ 61,417.46</u>
	\$444,169.35

TOTAL AMOUNT OF BILLS LIST & PAYROLL \$9,147,026.23

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

Attachments:

[09.29.2020 BILLS LIST FY20](#)

CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.29.2020

100 GENERAL FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 100 - GENERAL FUND				
Account 22725 - CELL PHONE BILLS PAYABLE	COMMUNICATION CHARGES AUG 2020	09/29/2020	09/29/2020	18,562.40
105394 - VERIZON WIRELESS		Invoice Transaction: 1		\$18,562.40
	Account 22725 - CELL PHONE BILLS PAYABLE Totals			
Account 41307 - RESERVE - L.E.P. VIOLATION FINES	L.E.P. VIOLATION FINE	09/29/2020	09/29/2020	(1,116.94)
16583 - HACIENDA LANDSCAPING INC		Invoice Transaction: 1		(\$1,116.94)
	Account 41307 - RESERVE - L.E.P. VIOLATION FINES Totals			
Department 15 - CITY MANAGER'S OFFICE				
Business Uni 1505 - CITY MANAGER	LOCALGOV NEWS MEMBERSHIP 11.14.20-11.14.21	09/29/2020	09/29/2020	1,200.00
Account 62360 - MEMBERSHIP DUES		Invoice Transaction: 1		\$1,200.00
324239 - LOCAL GOV NEWS		Invoice Transaction: 1		\$1,200.00
	Account 62360 - MEMBERSHIP DUES Totals			
Business Uni 1520 - EMERGENCY OPERATIONS CENTER	COVID - SAFETY	09/29/2020	09/29/2020	8,480.21
Account 65090 - SAFETY EQUIPMENT		Invoice Transaction: 1		\$8,480.21
206940 - ULINE		Invoice Transaction: 1		\$8,480.21
	Account 65090 - SAFETY EQUIPMENT Totals			
Business Uni 1520 - EMERGENCY OPERATIONS CENTER Totals				
Business Uni 1560 - REVENUE & COLLECTIONS	REFUND: PAID WT TWICE	09/29/2020	09/29/2020	225.00
Account 52010 - WHEEL TAX	REFUND: NON RESIDENT & WHEEL TA.	09/29/2020	09/29/2020	85.00
17735 - BRENDAN KERLIN	REFUND: NON RESIDENT & WHEEL TA.	09/29/2020	09/29/2020	85.00
17738 - IAN SCHAEFFER		Invoice Transaction: 3		\$395.00
17736 - SEYOOM KIM				
	Account 52010 - WHEEL TAX Totals			
Account 64545 - PERSONAL COMPUTER SOFTWARE	MONTHLY CASHIERING SERVICE	09/29/2020	09/29/2020	5,000.00
16914 - ALACRITI PAYMENTS LLC		Invoice Transaction: 1		\$5,000.00
	Account 64545 - PERSONAL COMPUTER SOFTWARE Totals			
Account 65045 - LICENSING/REGULATORY SUPP	ANNUAL ACTIVE PERMIT FEE-AUGUST 2020	09/29/2020	09/29/2020	14,194.93
10643 - PASSPORT PARKING, INC		Invoice Transaction: 1		\$14,194.93
	Account 65045 - LICENSING/REGULATORY SUPP Totals			
Business Uni 1570 - ACCOUNTING	AUDIT SERVICES THROUGH MAY 31, 2020	09/30/2020	09/29/2020	10,000.00
Account 62110 - AUDITING	AUDIT SERVICES THROUGH JULY 31, 2020	09/30/2020	09/29/2020	4,074.00
104738 - SIKICH LLP		Invoice Transaction: 2		\$14,074.00
104738 - SIKICH LLP		Invoice Transaction: 2		\$14,074.00
	Account 62110 - AUDITING Totals			
Business Uni 5300 - ECON. DEVELOPMENT				
Account 62664 - ENTREPRENEURSHIP SUPPORT	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17761 - ADAMS, HOWARD & MATHEWS LLC	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17745 - BLISSFUL NAIL SPA	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	1,652.00
17741 - COMMUNITY WELLNESS INSTITUTE, LLC	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	1,944.72
17682 - FREEMAN PICTURES, INC	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17749 - JOY OF DOWNSIZING	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17746 - JULIE KARNES	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17742 - KOI CONSULTING GROUP, INC.	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
16855 - KOMBUCHA BRAVA LLC	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17747 - NARGIS BEAUTY SPOT	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17751 - NETICIA BLUNT-WALDRON	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,310.00
17760 - PATRICE A. BRYANT	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17750 - PHLB, LLC DBA HLB, LLC	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17744 - POWERING CAMPAIGNS	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,120.00
17748 - RACHEL TEUER	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	1,205.00
17740 - REPRISE EVANSTON, LLC - REPRISE COFFEE ROASTERS	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17759 - STAR CLEANERS	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
17759 - STAR CLEANERS	ENTREPRENEURSHIP GRAN	09/29/2020	09/29/2020	2,500.00
	Account 62664 - ENTREPRENEURSHIP SUPPORT Totals			
Account 65522 - BUSINESS DISTRICT IMPROVEMENTS	GREAT MERCHANT GRANT LANDSCAPE MAINTENANC	09/29/2020	09/29/2020	9,511.50
15623 - HERRERA LANDSCAPE SNOW REMOVAL, INC		Invoice Transaction: 1		\$9,511.50
	Account 65522 - BUSINESS DISTRICT IMPROVEMENTS Totals			
Business Uni 5300 - ECON. DEVELOPMENT Totals				
Department 15 - CITY MANAGER'S OFFICE				
Department 17 - LAW				
Business Uni 1705 - LEGAL ADMINISTRATION	TITLE SEARCH - 1716 PAYNE ST.	09/29/2020	09/29/2020	65.00
Account 62130 - LEGAL SERVICES-GENERAL	TITLE SEARCH - 1927 HARTREY AVE	09/29/2020	09/29/2020	65.00
17716 - GREATER ILLINOIS TITLE COMPANY	TITLE SEARCH - 1935 DODGE AVE	09/29/2020	09/29/2020	65.00
17716 - GREATER ILLINOIS TITLE COMPANY	TITLE SEARCH - 2209 EMERSON ST	09/29/2020	09/29/2020	65.00
17716 - GREATER ILLINOIS TITLE COMPANY	DEPOSITION - JANE ROTHCHILD	09/29/2020	09/29/2020	25.00
17754 - JANE ROTHCHILD	DEPOSITION - JOSEPH HAGEMAN	09/29/2020	09/29/2020	25.00
17757 - JOSEPH HAGEMAN	DEPOSITION - MILES PARIS	09/29/2020	09/29/2020	25.00
17755 - MILES PARIS	DEPOSITION - SALLY HAGEMAN	09/29/2020	09/29/2020	25.00
17756 - SALLY HAGEMAN	DEPOSITION - TONY ROTHCHILD	09/29/2020	09/29/2020	25.00
17753 - TONY ROTHCHILD		Invoice Transaction: 9		\$385.00
	Account 62130 - LEGAL SERVICES-GENERAL Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS	HEARING OFFICER	09/29/2020	09/29/2020	2,430.00
268935 - JEFFREY D. GREENSPAN	HEARING OFFICER	09/29/2020	09/29/2020	3,920.00
137723 - SUSAN D BRUNNEF		Invoice Transaction: 2		\$6,350.00
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 65010 - BOOKS, PUBLICATIONS, MAPS	LAWYERPORT LEGAL RESEARCH PACKAGE	09/29/2020	09/29/2020	155.00
122375 - LAW BULLETIN PUBLISHING COMPANY		Invoice Transaction: 1		\$155.00
	Account 65010 - BOOKS, PUBLICATIONS, MAPS Totals			
Business Uni 1705 - LEGAL ADMINISTRATION Totals				
Department 17 - LAW Totals				
Department 19 - ADMINISTRATIVE SERVICES				
Business Uni 1929 - HUMAN RESOURCE DIVISION	EMPLOYMENT TESTING-QUEST DIAGNOSTICS	09/29/2020	09/29/2020	154.00
Account 62160 - EMPLOYMENT TESTING SERVICES	EMPLOYMENT BACKGROUND CHECKS-TRANSUNIO	09/29/2020	09/29/2020	90.00
11884 - QUEST DIAGNOSTICS CLINICAL LABORATORIES		Invoice Transaction: 2		\$244.00
105201 - TRANS UNION CORP				
	Account 62160 - EMPLOYMENT TESTING SERVICES Totals			
Account 62310 - CITY WIDE TRAINING	EMPLOYEE TRAINING-JOYCE MARTER ENTERPRISES	09/29/2020	09/29/2020	1,500.00
11903 - JOYCE MARTER ENTERPRISES, INC.		Invoice Transaction: 1		\$1,500.00
	Account 62310 - CITY WIDE TRAINING Totals			
Business Uni 1929 - HUMAN RESOURCE DIVISION Totals				
Business Uni 1932 - INFORMATION TECHNOLOGY DIVI.	ESRI ARGIS DESKTOP SERVER & ONLINE SOFTWARE	09/29/2020	09/29/2020	19,650.00
Account 62340 - IT COMPUTER SOFTWARE		Invoice Transaction: 1		\$19,650.00
101698 - ESRI		Invoice Transaction: 1		\$19,650.00
	Account 62340 - IT COMPUTER SOFTWARE Totals			
Business Uni 1932 - INFORMATION TECHNOLOGY DIVI. Totals				
Business Uni 1941 - PARKING ENFORCEMENT & TICKETS	REFUND: CITATION 421018730 OVER PAID	09/29/2020	09/29/2020	100.00
Account 52505 - TICKET FINES-PARKING		Invoice Transaction: 1		\$100.00
17737 - KATE ZILLA				
	Account 52505 - TICKET FINES-PARKING Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS	UNREPORTED LETTERS SENT 1/19-6/20	09/29/2020	09/29/2020	30,000.00
10643 - PASSPORT PARKING, INC	CITATION MANAGEMENT-AUGUST 2020	09/29/2020	09/29/2020	25,685.00
10643 - PASSPORT PARKING, INC		Invoice Transaction: 2		\$55,685.00
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 64540 - TELECOMMUNICATIONS - WIRELESS	AVL TRACKERS	09/29/2020	09/29/2020	132.65
14093 - VERIZON NETWORKFLEET, INC		Invoice Transaction: 1		\$132.65
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals			
Business Uni 1941 - PARKING ENFORCEMENT & TICKETS Totals				
Business Uni 1942 - SCHOOL CROSSING GUARDS	CROSSING GUARD SERVICES - 2020	09/29/2020	09/29/2020	3,891.62
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS		Invoice Transaction: 1		\$3,891.62
16228 - ANDY FRAIN SERVICES, INC		Invoice Transaction: 1		\$3,891.62
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Business Uni 1942 - SCHOOL CROSSING GUARDS Totals				
Business Uni 1950 - FACILITIES	GENERATOR FOR FACILITIES	09/29/2020	09/29/2020	1,782.00
Account 62225 - BLDG MAINTENANCE SERVICES	ALARM REPAIRS	09/29/2020	09/29/2020	292.50
104011 - ALTORFER INDUSTRIES, INC	RELOCATE ANTENNA	09/29/2020	09/29/2020	350.00
109887 - CHICAGO COMMUNICATIONS, LLC.	MATS FOR SERVICE CENTER	09/29/2020	09/29/2020	83.61
109887 - CHICAGO COMMUNICATIONS, LLC.		Invoice Transaction: 4		\$2,508.13
12792 - UNIFIRST CORPORATION				
	Account 62225 - BLDG MAINTENANCE SERVICES Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS	CHEMICAL WATER TREATMENT FOR HVAC IN MULTIPLE BUILDING	09/29/2020	09/29/2020	1,137.25
317013 - H-O-H WATER TECHNOLOGY	AVL TRACKERS	09/29/2020	09/29/2020	200.00
14093 - VERIZON NETWORKFLEET, INC				

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CITY OF EVANSTON
 BILLS LIST
 PERIOD ENDING 09.29.2020

100 GENERAL FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	Account	G/L Date	Payment Date	Invoice Amount
Account 64005 - ELECTRICITY		Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals	Invoice Transaction: 2		\$1,337.25
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON		09/29/2020	09/29/2020	3,890.57
		Account 64005 - ELECTRICITY Totals	Invoice Transaction: 1		\$3,890.57
Account 64015 - NATURAL GAS			09/29/2020	09/29/2020	238.58
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	485.12
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	160.41
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	190.38
		Account 64015 - NATURAL GAS Totals	Invoice Transaction: 4		\$1,074.49
Account 65040 - JANITORIAL SUPPLIES			09/29/2020	09/29/2020	280.56
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES		09/29/2020	09/29/2020	112.44
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES				\$393.00
		Account 65040 - JANITORIAL SUPPLIES Totals	Invoice Transaction: 2		\$393.00
Account 65050 - BLDG MAINTENANCE MATERIAL			09/29/2020	09/29/2020	1,682.60
17719 - GREEN LED LIGHTING SOLUTIONS, INC	STITCH REPAIRS		09/29/2020	09/29/2020	1,682.60
		Account 65050 - BLDG MAINTENANCE MATERIAL Totals	Invoice Transaction: 1		\$1,682.60
		Business Uni 1950 - FACILITIES Totals	Invoice Transaction: 14		\$10,886.04
		Department 19 - ADMINISTRATIVE SERVICES Totals	Invoice Transaction: 23		\$92,039.31
Department 21 - COMMUNITY DEVELOPMENT					
Business Uni 2105 - PLANNING & ZONING					
Account 63062 - CENSUS GRANT OTHER EXPENSES					
103917 - ON TRACK FULFILLMENT INC	CENSUS 2020 OUTREACH AND MATERIAL		09/29/2020	09/29/2020	1,949.06
		Account 63062 - CENSUS GRANT OTHER EXPENSES Totals	Invoice Transaction: 1		\$1,949.06
		Business Uni 2105 - PLANNING & ZONING Totals	Invoice Transaction: 1		\$1,949.06
Business Uni 2126 - BUILDING INSPECTION SERVICES					
Account 62236 - SOFTWARE MAINTENANCE					
14093 - VERIZON NETWORK FLEET, INC	AVL TRACKERS		09/29/2020	09/29/2020	151.60
		Account 62236 - SOFTWARE MAINTENANCE Totals	Invoice Transaction: 1		\$151.60
		Business Uni 2126 - BUILDING INSPECTION SERVICES Totals	Invoice Transaction: 1		\$151.60
		Department 21 - COMMUNITY DEVELOPMENT Totals	Invoice Transaction: 2		\$2,100.66
Department 22 - POLICE					
Business Uni 2205 - POLICE ADMINISTRATION					
Account 62490 - OTHER PROGRAM COSTS					
101769 - CITY OF EVANSTON PETTY CASH	PETTY CASH - GUN BUY BACK PROGRAM		09/29/2020	09/29/2020	6,000.00
103617 - NATIONAL AWARDS & FINE GIFTS	RETIREMENT PLAQUES		09/29/2020	09/29/2020	110.00
		Account 62490 - OTHER PROGRAM COSTS Totals	Invoice Transaction: 2		\$6,110.00
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS					
14135 - LEXIPOL, LLC	LAW ENFORCEMENT PROCEDURE MANUAL - ANNUAL SUBSCRIPTIC		09/29/2020	09/29/2020	27,683.00
		Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals	Invoice Transaction: 1		\$27,683.00
Account 64005 - ELECTRICITY					
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON		09/29/2020	09/29/2020	89.70
		Account 64005 - ELECTRICITY Totals	Invoice Transaction: 1		\$89.70
Account 64015 - NATURAL GAS					
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	200.30
		Account 64015 - NATURAL GAS Totals	Invoice Transaction: 1		\$200.30
Business Uni 2210 - PATROL OPERATIONS					
Account 65020 - CLOTHING					
102667 - J. G. UNIFORMS, INC	UNIFORM - PROMOTION		09/29/2020	09/29/2020	367.70
		Account 65020 - CLOTHING Totals	Invoice Transaction: 1		\$367.70
		Business Uni 2210 - PATROL OPERATIONS Totals	Invoice Transaction: 1		\$367.70
Business Uni 2260 - OFFICE OF ADMINISTRATION					
Account 62295 - TRAINING & TRAVEL					
17713 - JAMES VOLPE	TRAINING - USE OF FORCE		09/29/2020	09/29/2020	1,400.00
103824 - NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES - 2020 - 2021		09/29/2020	09/29/2020	75.00
180054 - THOMAS P. GIESE	MEAL ALLOWANCE - 40 HR CRISIS INTERVENTION		09/29/2020	09/29/2020	75.00
		Account 62295 - TRAINING & TRAVEL Totals	Invoice Transaction: 3		\$1,550.00
Account 64565 - CABLE - VIDEO					
100401 - COMCAST CABLE	CABLE SERVICE		09/29/2020	09/29/2020	71.75
		Account 64565 - CABLE - VIDEO Totals	Invoice Transaction: 1		\$71.75
Account 65095 - OFFICE SUPPLIES					
103883 - OFFICE DEPOT	OFFICE SUPPLIES - POLICE ADMIN		09/29/2020	09/29/2020	42.05
		Account 65095 - OFFICE SUPPLIES Totals	Invoice Transaction: 1		\$42.05
Business Uni 2260 - OFFICE OF ADMINISTRATION Totals			09/29/2020	09/29/2020	\$1,663.80
Business Uni 2265 - NEIGHBORHOOD ENFORCEMENT TEAM					
Account 65123 - NARCOTICS SEIZURE EXPENSE					
17516 - THE SITE FIREARMS TRAINING CENTER	TRAINING - RANGE RENTAL FEES		09/29/2020	09/29/2020	3,331.20
		Account 65123 - NARCOTICS SEIZURE EXPENSE Totals	Invoice Transaction: 1		\$3,331.20
		Business Uni 2265 - NEIGHBORHOOD ENFORCEMENT TEAM Totals	Invoice Transaction: 1		\$3,331.20
Business Uni 2280 - ANIMAL CONTROL					
Account 62225 - BLDG MAINTENANCE SERVICES					
100310 - ANDERSON PEST CONTROL	PEST CONTROL - ANIMAL SHELTER (SEP 2020)		09/29/2020	09/29/2020	59.88
		Account 62225 - BLDG MAINTENANCE SERVICES Totals	Invoice Transaction: 1		\$59.88
		Business Uni 2280 - ANIMAL CONTROL Totals	Invoice Transaction: 1		\$59.88
Business Uni 2285 - PROBLEM SOLVING TEAM					
Account 62490 - OTHER PROGRAM COSTS					
17758 - INNOCORP HEADQUARTERS	VISION KITS		09/29/2020	09/29/2020	1,251.75
		Account 62490 - OTHER PROGRAM COSTS Totals	Invoice Transaction: 1		\$1,251.75
		Business Uni 2285 - PROBLEM SOLVING TEAM Totals	Invoice Transaction: 1		\$1,251.75
Business Uni 2295 - BUILDING MANAGEMENT					
Account 65040 - JANITORIAL SUPPLIES					
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES		09/29/2020	09/29/2020	968.20
		Account 65040 - JANITORIAL SUPPLIES Totals	Invoice Transaction: 1		\$968.20
Account 65125 - OTHER COMMODITIES					
102137 - GRAINGER, INC., W.W.	LIGHT BULBS		09/29/2020	09/29/2020	125.28
		Account 65125 - OTHER COMMODITIES Totals	Invoice Transaction: 1		\$125.28
		Business Uni 2295 - BUILDING MANAGEMENT Totals	Invoice Transaction: 2		\$1,093.48
		Department 22 - POLICE Totals	Invoice Transaction: 16		\$41,850.81
Department 23 - FIRE MGMT & SUPPORT					
Business Uni 2305 - FIRE MGT & SUPPORT					
Account 64015 - NATURAL GAS					
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	197.37
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	231.94
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	200.29
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	245.38
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	186.93
103744 - NICOR	UTILITIES: NICOR		09/29/2020	09/29/2020	140.50
		Account 64015 - NATURAL GAS Totals	Invoice Transaction: 6		\$1,202.41
Account 65020 - CLOTHING					
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	119.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	157.85
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	139.85
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	23.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	204.80
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	23.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	35.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	23.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	39.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	143.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	137.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	68.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	50.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	89.99
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	99.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	161.89
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	125.94
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	68.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	68.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	71.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	30.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	23.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	39.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	24.45
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	19.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS		09/29/2020	09/29/2020	129.75

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CITY OF EVANSTON
BILLS LIST
 PERIOD ENDING 09.29.2020

100 GENERAL FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	GL Date	Payment Date	Invoice Amount
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	99.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	11.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	23.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	35.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	23.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	157.75
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	11.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	31.85
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	11.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	27.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	19.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	71.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	71.90
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	19.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	371.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	65.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	65.95
11435 - TODAY'S UNIFORMS INC.	UNIFORMS	09/29/2020	09/29/2020	39.90
Account 65020 - CLOTHING Totals				
				Invoice Transactions: 44
				\$3,292.62
Account 65125 - OTHER COMMODITIES				
100401 - COMCAST CABLE	COMMUNICATION CHARGES	09/29/2020	09/29/2020	25.78
101713 - EVANSTON AWNING COMPANY	FIRE EQUIPMENT	09/29/2020	09/29/2020	860.00
Account 65125 - OTHER COMMODITIES Totals				
				Invoice Transactions: 2
				\$885.78
Business Uni 2310 - FIRE PREVENTION				
Account 62245 - OTHER EQMT MAINTENANCE				
228402 - PROMOS 911, INC.	FIRE PREVENTION WEEK MATERIALS	09/29/2020	09/29/2020	1,232.48
Account 62245 - OTHER EQMT MAINTENANCE Totals				
				Invoice Transactions: 1
				\$1,232.48
Business Uni 2315 - FIRE SUPPRESSION				
Account 53675 - AMBULANCE SERVICE				
100316 - ANDRES MEDICAL BILLING	AMBULANCE SERVICES - AUGUST 2021	09/30/2020	09/29/2020	5,128.47
Account 53675 - AMBULANCE SERVICE Totals				
				Invoice Transactions: 1
				\$5,128.47
Account 62295 - TRAINING & TRAVEL				
245945 - VILLAGE OF ROMEOVILLE FIRE ACADEMY	FIRE TRAINING	09/29/2020	09/29/2020	850.00
Account 62295 - TRAINING & TRAVEL Totals				
				Invoice Transactions: 1
				\$850.00
Account 65040 - JANITORIAL SUPPLIES				
106927 - STATE CHEMICAL MFG CO.	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	29.96
Account 65040 - JANITORIAL SUPPLIES Totals				
				Invoice Transactions: 1
				\$29.96
Account 65085 - MINOR EQUIPMENT & TOOLS				
100158 - AIR ONE EQUIPMENT	REPAIR PARTS	09/29/2020	09/29/2020	39.50
Account 65085 - MINOR EQUIPMENT & TOOLS Totals				
				Invoice Transactions: 1
				\$39.50
Account 65625 - FURNITURE & FIXTURES				
16991 - AHA ECC DISTRIBUTION	CITIZEN CPR	09/29/2020	09/29/2020	835.00
16991 - AHA ECC DISTRIBUTION	CITIZEN CPR	09/29/2020	09/29/2020	140.00
Account 65625 - FURNITURE & FIXTURES Totals				
				Invoice Transactions: 2
				\$975.00
Business Uni 2315 - FIRE SUPPRESSION Totals				
				Invoice Transactions: 6
				\$7,022.53
Department 23 - FIRE MGMT & SUPPORT Totals				
				Invoice Transactions: 59
				\$13,636.22
Department 24 - HEALTH				
Business Uni 2435 - PUBLIC HEALTH DIVISION				
Account 62471 - VECTOR SURVEILLANCE EXP				
282884 - ADAPCO, INC.	BALANCE OF INVOICE NOT PAID	09/29/2020	09/29/2020	35.00
Account 62471 - VECTOR SURVEILLANCE EXP Totals				
				Invoice Transactions: 1
				\$35.00
Account 62472 - BEACH WATER TESTING EXP				
121344 - IDEXX DISTRIBUTION, INC.	BEACH WATER SUPPLIES	09/29/2020	09/29/2020	4,278.24
Account 62472 - BEACH WATER TESTING EXP Totals				
				Invoice Transactions: 1
				\$4,278.24
Account 62477 - PHEP GRANT-EXPENSE				
314306 - CINTAS CORPORATION #2	FIRST AID CABINET SUPPLY	09/29/2020	09/29/2020	53.95
Account 62477 - PHEP GRANT-EXPENSE Totals				
				Invoice Transactions: 1
				\$53.95
Account 64540 - TELECOMMUNICATIONS - WIRELESS				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	09/29/2020	09/29/2020	151.60
Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals				
				Invoice Transactions: 1
				\$151.60
Business Uni 2435 - PUBLIC HEALTH DIVISION Totals				
				Invoice Transactions: 4
				\$4,518.79
Department 24 - HEALTH Totals				
				Invoice Transactions: 4
				\$4,518.79
Department 30 - PARKS, REC. AND COMMUNITY SERV.				
Business Uni 3005 - REC. MGMT. & GENERAL SUPPORT				
Account 62295 - TRAINING & TRAVEL				
15302 - MATT POOLE	REIMBURSEMENT: MILEAGE	09/29/2020	09/29/2020	408.83
Account 62295 - TRAINING & TRAVEL Totals				
				Invoice Transactions: 1
				\$408.83
Business Uni 3005 - REC. MGMT. & GENERAL SUPPORT Totals				
				Invoice Transactions: 1
				\$408.83
Business Uni 3020 - REC GENERAL SUPPORT				
Account 62490 - OTHER PROGRAM COSTS				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	09/29/2020	09/29/2020	84.75
Account 62490 - OTHER PROGRAM COSTS Totals				
				Invoice Transactions: 1
				\$84.75
Business Uni 3020 - REC GENERAL SUPPORT Totals				
				Invoice Transactions: 1
				\$94.75
Business Uni 3025 - PARK UTILITIES				
Account 64005 - ELECTRICITY				
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	27.32
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	1,101.86
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON	09/29/2020	09/29/2020	2,453.24
Account 64005 - ELECTRICITY Totals				
				Invoice Transactions: 3
				\$3,582.42
Business Uni 3025 - PARK UTILITIES Totals				
				Invoice Transactions: 3
				\$3,582.42
Business Uni 3030 - CROWN COMMUNITY CENTER				
Account 62495 - LICENSED PEST CONTROL SERVICES				
100310 - ANDERSON PEST CONTROL	PEST CONTROL MAINTENANCE	09/29/2020	09/29/2020	81.37
Account 62495 - LICENSED PEST CONTROL SERVICES Totals				
				Invoice Transactions: 1
				\$81.37
Account 62505 - INSTRUCTOR SERVICES				
16722 - WE GOT GAME, LLC	SPORTS PROGRAMMING INSTRUCTION	09/29/2020	09/29/2020	3,710.00
Account 62505 - INSTRUCTOR SERVICES Totals				
				Invoice Transactions: 1
				\$3,710.00
Account 62518 - SECURITY ALARM CONTRACTS				
10798 - JOHNSON CONTROLS SECURITY SOLUTIONS	SECURITY MONITORING	09/29/2020	09/29/2020	321.18
Account 62518 - SECURITY ALARM CONTRACTS Totals				
				Invoice Transactions: 1
				\$321.18
Account 64005 - ELECTRICITY				
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	6,478.03
Account 64005 - ELECTRICITY Totals				
				Invoice Transactions: 1
				\$6,478.03
Account 65040 - JANITORIAL SUPPLIES				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	383.99
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	339.14
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	30.33
Account 65040 - JANITORIAL SUPPLIES Totals				
				Invoice Transactions: 3
				\$753.46
Business Uni 3030 - CROWN COMMUNITY CENTER Totals				
				Invoice Transactions: 8
				\$11,344.04
Business Uni 3035 - CHANDLER COMMUNITY CENTER				
Account 62495 - LICENSED PEST CONTROL SERVICES				
100310 - ANDERSON PEST CONTROL	MONTHLY PEST CONTROL	09/29/2020	09/29/2020	37.75
Account 62495 - LICENSED PEST CONTROL SERVICES Totals				
				Invoice Transactions: 1
				\$37.75
Account 62505 - INSTRUCTOR SERVICES				
10273 - EYP ACADEMIES, LLC	VOLLEYBALL INSTRUCTION	09/29/2020	09/29/2020	970.20
294162 - PLAY-WELL TEKNOLOGIES	LEGO CAMP	09/29/2020	09/29/2020	1,040.00
294162 - PLAY-WELL TEKNOLOGIES	LEGO CAMP	09/29/2020	09/29/2020	1,300.00
17685 - SNAPOLOGY OF CHICAGO	LEGO CAMP	09/29/2020	09/29/2020	2,085.00
Account 62505 - INSTRUCTOR SERVICES Totals				
				Invoice Transactions: 4
				\$5,395.20
Account 64005 - ELECTRICITY				
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	874.33
Account 64005 - ELECTRICITY Totals				
				Invoice Transactions: 1
				\$874.33
Account 64015 - NATURAL GAS				
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	168.67
Account 64015 - NATURAL GAS Totals				
				Invoice Transactions: 1
				\$168.67
Business Uni 3035 - CHANDLER COMMUNITY CENTER Totals				
				Invoice Transactions: 8
				\$6,475.95
Business Uni 3040 - FLEETWOOD JOURDAIN COM CT				
Account 62375 - RENTALS				
278136 - LAKESHORE RECYCLING SYSTEMS	RESTROOM FOR MOVIE NIGHT 8/27/20	09/29/2020	09/29/2020	125.00
Account 62375 - RENTALS Totals				
				Invoice Transactions: 1
				\$125.00
Account 62495 - LICENSED PEST CONTROL SERVICES				
100310 - ANDERSON PEST CONTROL	FJCC MONTHLY SERVICE ON 9/10/20	09/29/2020	09/29/2020	78.86
Account 62495 - LICENSED PEST CONTROL SERVICES Totals				
				Invoice Transactions: 1
				\$78.86
Account 64005 - ELECTRICITY				

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CITY OF EVANSTON
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100 GENERAL FUND

Accounts Payable by G/L Distribution Report
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Vendor	Invoice Description	GL Date	Payment Date	Invoice Amount
15016 - DYNEGY	UTILITIES-DYNEGY	09/29/2020	09/29/2020	(1,068.15)
Account 64005 - NATURAL GAS		Account 64005 - ELECTRICITY Totals		
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	248.13
Business Uni 3055 - LEVY CENTER SENIOR SERVICES		Business Uni 3040 - FLEETWOOD JOURDAIN COM CT Totals		
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	\$248.13
15016 - DYNEGY	UTILITIES-DYNEGY	09/29/2020	09/29/2020	(5,310.90)
Account 64005 - NATURAL GAS		Account 64005 - ELECTRICITY Totals		
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	257.27
Account 65040 - JANITORIAL SUPPLIES		Account 64015 - NATURAL GAS Totals		
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRC	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	353.05
Business Uni 3080 - BEACHES		Business Uni 3055 - LEVY CENTER SENIOR SERVICES Totals		
Account 62490 - OTHER PROGRAM COSTS		09/29/2020	09/29/2020	\$5,921.22
14093 - VERIZON NETWORKFLEET, INC	AVL TRACKERS	09/29/2020	09/29/2020	37.90
Account 64005 - ELECTRICITY		Account 62490 - OTHER PROGRAM COSTS Totals		
15016 - DYNEGY	UTILITIES-DYNEGY	09/29/2020	09/29/2020	119.65
Account 65040 - JANITORIAL SUPPLIES		Account 64005 - ELECTRICITY Totals		
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	10.85
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	173.16
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	1,037.90
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	597.73
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	725.44
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	369.80
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	509.56
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	251.10
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	1,105.78
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	269.50
Business Uni 3095 - CROWN ICE RINK		Account 65040 - JANITORIAL SUPPLIES Totals		
Account 62490 - OTHER PROGRAM COSTS		09/29/2020	09/29/2020	\$5,080.82
14093 - VERIZON NETWORKFLEET, INC	AVL TRACKERS	09/29/2020	09/29/2020	18.95
Account 64005 - ELECTRICITY		Business Uni 3080 - BEACHES Totals		
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	\$18.95
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON	09/29/2020	09/29/2020	19,434.10
Business Uni 3100 - SPORTS LEAGUES		Account 64005 - ELECTRICITY Totals		
Account 62495 - LICENSED PEST CONTROL SERVICES		09/29/2020	09/29/2020	\$19,434.10
100310 - ANDERSON PEST CONTROL	MASON PARK SERVICE ON 9/10/20	09/29/2020	09/29/2020	43.50
Business Uni 3215 - YOUTH ENGAGEMENT DIVISION		Business Uni 3095 - CROWN ICE RINK Totals		
Account 62490 - OTHER PROGRAM COSTS		09/29/2020	09/29/2020	\$43.50
14093 - VERIZON NETWORKFLEET, INC	AVL TRACKERS	09/29/2020	09/29/2020	\$43.50
Business Uni 3605 - ECOLOGY CENTER		Account 62490 - OTHER PROGRAM COSTS Totals		
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	\$56.85
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	\$56.85
Business Uni 3710 - NOYES CULTURAL ARTS CENTER		Business Uni 3215 - YOUTH ENGAGEMENT DIVISION Totals		
Account 62225 - BLDG MAINTENANCE SERVICES		09/29/2020	09/29/2020	\$56.85
101960 - FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION	09/29/2020	09/29/2020	397.66
Account 64005 - ELECTRICITY		Account 64005 - ELECTRICITY Totals		
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	397.66
Account 64015 - NATURAL GAS		Business Uni 3605 - ECOLOGY CENTER Totals		
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	868.19
Account 65040 - JANITORIAL SUPPLIES		Account 62225 - BLDG MAINTENANCE SERVICES Totals		
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	\$868.19
Account 65515 - OTHER IMPROVEMENTS		Account 64005 - ELECTRICITY Totals		
155310 - CURRENT TECHNOLOGIES CORPORATIO	MILESTONE DEVICE LICENSES NOYES CULTURAL ARTS CENTE	09/29/2020	09/29/2020	1,297.28
Business Uni 3806 - CIVIC CENTER SERVICES		Account 64015 - NATURAL GAS Totals		
Account 64015 - NATURAL GAS		09/29/2020	09/29/2020	\$1,297.28
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	221.59
Account 65040 - JANITORIAL SUPPLIES		Account 64015 - NATURAL GAS Totals		
10546 - SUPERIOR INDUSTRIAL SUPPL	JANITORIAL SUPPLIES	09/29/2020	09/29/2020	\$221.59
Account 65515 - OTHER IMPROVEMENTS		Account 65040 - JANITORIAL SUPPLIES Totals		
155310 - CURRENT TECHNOLOGIES CORPORATIO	MILESTONE DEVICE LICENSES NOYES CULTURAL ARTS CENTE	09/29/2020	09/29/2020	333.52
Business Uni 3806 - CIVIC CENTER SERVICES		Account 65515 - OTHER IMPROVEMENTS Totals		
Account 64015 - NATURAL GAS		09/29/2020	09/29/2020	\$3,012.20
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	\$3,012.20
Department 40 - PUBLIC WORKS AGENCY		Business Uni 3710 - NOYES CULTURAL ARTS CENTER Totals		
Business Uni 4105 - PUBLIC WORKS AGENCY ADMIN		09/29/2020	09/29/2020	\$5,732.78
Account 64540 - TELECOMMUNICATIONS - WIRELESS		09/29/2020	09/29/2020	365.16
14093 - VERIZON NETWORKFLEET, INC	AVL TRACKERS	09/29/2020	09/29/2020	\$365.16
Business Uni 4320 - FORESTRY		Business Uni 3806 - CIVIC CENTER SERVICES Totals		
Account 62497 - INOCULATION FUNDING- ANNUAL AMORTIZATIOI		09/29/2020	09/29/2020	\$365.16
14884 - ROBERT KINNUCAN TREE EXPERTS & LANDSCAPING CO. IN	FY2020 DUTCH ELM TREE INJECTION PROGRAM	09/29/2020	09/29/2020	558,498.42
Business Uni 4510 - STREET MAINTENANCE		Department 40 - PUBLIC WORKS AGENCY Totals		
Account 65055 - MATER. TO MAINT. IMP.		09/29/2020	09/29/2020	1,032.06
158336 - ARROW ROAD CONSTRUCTION	ASPHALT	09/29/2020	09/29/2020	\$1,032.06
158336 - ARROW ROAD CONSTRUCTION	ASPHALT	09/29/2020	09/29/2020	227.74
158336 - ARROW ROAD CONSTRUCTION	UPM COLD PATCH PURCHASE	09/29/2020	09/29/2020	3,306.24
Business Uni 4520 - TRAF. SIG. & ST LIGHT MAINT		Account 65055 - MATER. TO MAINT. IMP. Totals		
Account 64008 - FESTIVAL LIGHTING		09/29/2020	09/29/2020	\$3,865.56
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	\$3,865.56
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON	09/29/2020	09/29/2020	30.40
Department 40 - PUBLIC WORKS AGENCY		Business Uni 4520 - TRAF. SIG. & ST LIGHT MAINT Totals		
		09/29/2020	09/29/2020	\$6.05
Fund 100 - GENERAL FUND Totals		Invoice Transactions 205		
		\$382,751.89		

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CITY OF EVANSTON

200 MOTOR FUEL TAX FUND

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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 200 - MOTOR FUEL TAX FUND				
Department 40 - PUBLIC WORKS AGENCY				
Business Unit 5100 - MOTOR FUEL TAX - ADMINISTRATION				
Account 64006 - LIGHTING				
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	735.49
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	19,863.16
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	729.02
Account 64006 - LIGHTING Totals				<u>21,327.67</u>
Account 64007 - TRAFFIC LIGHT ELECTRICITY				
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	96.42
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON	09/29/2020	09/29/2020	64.54
Account 64007 - TRAFFIC LIGHT ELECTRICITY Totals				<u>160.96</u>
Business Unit 5100 - MOTOR FUEL TAX - ADMINISTRATION Totals				<u>\$21,488.63</u>
Department 40 - PUBLIC WORKS AGENCY Totals				<u>\$21,488.63</u>
Fund 200 - MOTOR FUEL TAX FUND Totals				Invoice 5 <u>\$21,488.63</u>

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205 EMERGENCY TELEPHONE (E911)

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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 205 - EMERGENCY TELEPHONE (E911) FUND				
Department 22 - POLICE				
Business Unit 5150 - EMERGENCY TELEPHONE SYSTM				
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS				
100987 - CHICAGO COMMUNICATIONS, LLC.	MOBILE RADIO	09/29/2020	09/29/2020	674.00
103536 - MOTOROLA SOLUTIONS, INC.	ANNUAL MAINTENANCE SERVICE AGREEMENT RENEWAL - FIRE RADIO EQUIP	09/29/2020	09/29/2020	3,480.87
103536 - MOTOROLA SOLUTIONS, INC.	COMMUNICATION CHARGES	09/29/2020	09/29/2020	126.00
103536 - MOTOROLA SOLUTIONS, INC.	ANNUAL USER FEES ITTF	09/29/2020	09/29/2020	100.00
137906 - STRYKER SALES CORPORATION	ANNUAL RENEWAL 2019 - 2024	09/29/2020	09/29/2020	914.00
14910 - SUPERION, LLC	FREEDOM MODULE ANNUAL RENEWAL 2020	09/29/2020	09/29/2020	1,155.00
137906 - STRYKER SALES CORPORATION	EPCR SUPPORT	09/29/2020	09/29/2020	914.00
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals		Invoice Transactions 7	\$7,363.87
Account 65625 - FURNITURE & FIXTURES				
100987 - CHICAGO COMMUNICATIONS, LLC.	RADIO MOUNTS INSTALL	09/29/2020	09/29/2020	875.00
100987 - CHICAGO COMMUNICATIONS, LLC.	FIRE PROTECTION EQUIPMENT	09/29/2020	09/29/2020	210.00
	Account 65625 - FURNITURE & FIXTURES Totals		Invoice Transactions 2	\$1,085.00
	Business Unit 5150 - EMERGENCY TELEPHONE SYSTM Totals		Invoice Transactions 9	\$8,448.87
	Department 22 - POLICE Totals		Invoice Transactions 9	\$8,448.87
	Fund 205 - EMERGENCY TELEPHONE (E911) FUND Totals		Invoice 9	\$8,448.87

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CITY OF EVANSTON

250 AFFORDABLE HOUSING FUND

Accounts Payable by G/L Distribution Report

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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 250 - AFFORDABLE HOUSING FUND				
Department 21 - COMMUNITY DEVELOPMENT				
Business Unit 5005 - NSP-GENERAL ADMINISTRATION				
Account 62489 - SITE MAINTENANCE				
279468 - TEPIC LANDSCAPING, INC.				
	MAINTENANCE FOR NSP2 PROPERTIES	09/29/2020	09/29/2020	1,200.00
	Account 62489 - SITE MAINTENANCE Totals			<u>\$1,200.00</u>
	Business Unit 5005 - NSP-GENERAL ADMINISTRATION Totals			<u>\$1,200.00</u>
Business Unit 5465 - AFFORDABLE HOUSING				
Account 62490 - OTHER PROGRAM COSTS				
16209 - DENZIN SOLTANZADEH LLC	REVITALIZATION OF ABANDONED PROPERTY	09/29/2020	09/29/2020	273.00
16209 - DENZIN SOLTANZADEH LLC	REVITALIZATION OF ABANDONED PROPERTY	09/29/2020	09/29/2020	614.00
16209 - DENZIN SOLTANZADEH LLC	REVITALIZATION OF ABANDONED PROPERTY	09/29/2020	09/29/2020	89.00
	Account 62490 - OTHER PROGRAM COSTS Totals			<u>\$976.00</u>
	Business Unit 5465 - AFFORDABLE HOUSING Totals			<u>\$976.00</u>
	Department 21 - COMMUNITY DEVELOPMENT Totals			<u>\$2,176.00</u>
	Fund 250 - AFFORDABLE HOUSING FUND Totals:		Invoice Transactions 4	\$2,176.00

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330 HOWARD-RIDGE TIF FUND

Accounts Payable by G/L Distribution Report
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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 330 - HOWARD-RIDGE TIF FUND				
Department 99 - NON-DEPARTMENTAL				
Business Unit 5860 - HOWARD RIDGE TIF				
Account 64015 - NATURAL GAS				
103744 - NICOR	UTILITIES: NICOR			
		09/29/2020	09/29/2020	<u>39.00</u>
	Account 64015 - NATURAL GAS Totals		Invoice Transactions 1	<u>\$39.00</u>
	Business Unit 5860 - HOWARD RIDGE TIF Totals		Invoice Transactions 1	<u>\$39.00</u>
	Department 99 - NON-DEPARTMENTAL Totals		Invoice Transactions 1	<u>\$39.00</u>
	Fund 330 - HOWARD-RIDGE TIF FUND Totals		Invoice Transactions 1	<u>\$39.00</u>

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345 CHICAGO-MAIN TIF

Accounts Payable by G/L Distribution Report
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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 345 - CHICAGO-MAIN TIF				
Department 99 - NON-DEPARTMENTAL				
Business Unit 3400 - CHICAGO-MAIN TIF LETTER OF CREDI				
Account 65515 - OTHER IMPROVEMENTS				
16073 - PATRICK ENGINEERING, INC.				
16073 - PATRICK ENGINEERING, INC.				
	MAIN ST IMPROVEMENT PROJECT PHASE II ENGINEERING	* 09/29/2020	09/29/2020	64,760.55
	MAIN ST IMPROVEMENT PROJECT PHASE II ENGINEERING	* 09/29/2020	09/29/2020	5,809.79
	Account 65515 - OTHER IMPROVEMENTS Totals	Invoice Transactions 2		<u>\$70,570.34</u>
	Business Unit 3400 - CHICAGO-MAIN TIF LETTER OF CREDI Totals	Invoice Transactions 2		<u>\$70,570.34</u>
	Department 99 - NON-DEPARTMENTAL Totals	Invoice Transactions 2		<u>\$70,570.34</u>
	Fund 345 - CHICAGO-MAIN TIF Totals	Invoice 2		\$70,570.34

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CITY OF EVANSTON
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415 CAPITAL IMPROVEMENTS FUND

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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 415 - CAPITAL IMPROVEMENTS FUND				
Department 40 - PUBLIC WORKS AGENCY				
Business Unit 4116 - 2016 BOND PROJECTS				
Account 62145 - ENGINEERING SERVICES				
101086 - CLARK DIETZ, INC.				
	FLEETWOOD HVAC AND ELECTRICAL IMPROVEMENTS	09/29/2020	09/29/2020	1,331.32
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$1,331.32</u>
	Business Unit 4116 - 2016 BOND PROJECTS Totals			\$1,331.32
Business Unit 4117 - 2017 GO BOND ISSUANCE				
Account 62145 - ENGINEERING SERVICES				
101086 - CLARK DIETZ, INC.				
	CHANDLER-NEWBERGER CENTER HVAC&ELECTRICAL IMPROVEMENTS RFP	* 09/29/2020	09/29/2020	750.62
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$750.62</u>
	Business Unit 4117 - 2017 GO BOND ISSUANCE Totals			\$750.62
Business Unit 4118 - 2018 GO BOND CAPITAL				
Account 62145 - ENGINEERING SERVICES				
16073 - PATRICK ENGINEERING, INC.				
	MAIN ST IMPROVEMENT PROJECT PHASE I ENGINEERING	* 09/29/2020	09/29/2020	11,321.61
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$11,321.61</u>
	Business Unit 4118 - 2018 GO BOND CAPITAL Totals			\$11,321.61
Business Unit 4119 - 2019 GO BOND CAPITAL				
Account 62145 - ENGINEERING SERVICES				
171019 - CHRISTOPHER B. BURKE ENGINEERING, LTD.				
	OAKTON ST CORRIDOR STUDY	09/29/2020	09/29/2020	3,963.79
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$3,963.79</u>
Account 65515 - OTHER IMPROVEMENTS				
172647 - IDEAL HEATING COMPANY				
	CIVIC CENTER BURNER REPLACEMENT	09/29/2020	09/29/2020	69,075.00
	Account 65515 - OTHER IMPROVEMENTS Totals			<u>\$69,075.00</u>
	Business Unit 4119 - 2019 GO BOND CAPITAL Totals			\$73,038.79
Business Unit 4120 - 2020 GO BOND CAPITAL				
Account 62145 - ENGINEERING SERVICES				
176428 - CIVILTECH ENGINEERING				
176428 - CIVILTECH ENGINEERING				
104804 - SMITHGROUP, INC.				
	CHURCH ST PEDESTRIAN & BICYCLE IMPROVEMENTS	09/29/2020	09/29/2020	36,486.68
	CHURCH ST PEDESTRIAN & BICYCLE IMPROVEMENTS	09/29/2020	09/29/2020	3,342.56
	SOLE SOURCE - SHORELINE CONDITION ASSESSMENT	09/29/2020	09/29/2020	3,245.00
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$43,074.24</u>
Account 65515 - OTHER IMPROVEMENTS				
16583 - HACIENDA LANDSCAPING INC				
	HARBERT PARK RENOVATIONS	09/29/2020	09/29/2020	59,880.00
	Account 65515 - OTHER IMPROVEMENTS Totals			<u>\$59,880.00</u>
	Business Unit 4120 - 2020 GO BOND CAPITAL Totals			\$102,954.24
Business Unit 4219 - NON-BOND CAPITAL				
Account 62145 - ENGINEERING SERVICES				
171019 - CHRISTOPHER B. BURKE ENGINEERING, LTD.				
17367 - GZA GEOENVIRONMENTAL, INC.				
	HOWARD ST CORRIDOR IMPROVEMENTS	09/29/2020	09/29/2020	40,191.28
	PUBLIC CANOE LAUNCH FEASIBILITY STUDY	09/29/2020	09/29/2020	6,926.15
	Account 62145 - ENGINEERING SERVICES Totals			<u>\$47,117.43</u>
Account 65515 - OTHER IMPROVEMENTS				
16583 - HACIENDA LANDSCAPING INC				
	HARBERT PARK RENOVATIONS	09/29/2020	09/29/2020	48,189.25
	Account 65515 - OTHER IMPROVEMENTS Totals			<u>\$48,189.25</u>
	Business Unit 4219 - NON-BOND CAPITAL Totals			\$95,306.68
Business Unit 4319 - CIP CDBG Funds				
Account 65515 - OTHER IMPROVEMENTS				
100870 - CAPITOL CEMENT CO.				
153783 - INTERRA, INC.				
	2020 CDBG IMPROVEMENTS & WASTE TRANSFER STATION ALLEYS	09/29/2020	09/29/2020	199,305.00
	2020 MATERIAL TESTING SERVICES	09/29/2020	09/29/2020	9,205.00
	Account 65515 - OTHER IMPROVEMENTS Totals			<u>\$208,510.00</u>
	Business Unit 4319 - CIP CDBG Funds Totals			\$208,510.00
	Department 40 - PUBLIC WORKS AGENCY Totals			\$493,213.26
	Fund 415 - CAPITAL IMPROVEMENTS FUND Totals		Invoice Transactions 14	\$493,213.26

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CITY OF EVANSTON

416 CROWN CONSTRUCTION FUND

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/20 - 09/29/20

BILLS LIST

PERIOD ENDING 09.29.2020

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 416 - CROWN CONSTRUCTION FUND				
Department 40 - PUBLIC WORKS AGENCY				
Business Unit 4160 - CROWN CONSTRUCTION PROJECT				
Account 65515 - OTHER IMPROVEMENTS				
100177 - ALLEGRA PRINT & IMAGING				
285559 - BULLEY & ANDREWS, LLC				
	YARD SIGNS FOR ROBERT CROWN FIELD	09/29/2020	09/29/2020	175.00
	ROBERT CROWN CONSTRUCTION MANAGER SERVICES	09/29/2020	09/29/2020	2,059,518.47
	Account 65515 - OTHER IMPROVEMENTS Totals			\$2,059,693.47
	Business Unit 4160 - CROWN CONSTRUCTION PROJECT Totals			\$2,059,693.47
	Department 40 - PUBLIC WORKS AGENCY Totals			\$2,059,693.47
	Fund 416 - CROWN CONSTRUCTION FUND Totals		Invoice 2	\$2,059,693.47

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CITY OF EVANSTON

505 PARKING SYSTEM FUND

Accounts Payable by G/L Distribution Report

BILLS LIST

Payment Date Range 09/29/20 - 09/29/20

PERIOD ENDING 09.29.2020

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 505 - PARKING SYSTEM FUND				
Department 19 - ADMINISTRATIVE SERVICES				
Business Unit 7005 - PARKING SYSTEM MGT				
Account 64005 - ELECTRICITY				
15016 - DYNEGY				
	UTILITIES: DYNEGY ADD-ON	09/29/2020	09/29/2020	166.64
		Invoice 1		\$166.64
	Account 64005 - ELECTRICITY Totals			
Account 64540 - TELECOMMUNICATIONS - WIRELESS		09/29/2020	09/29/2020	18.95
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	Invoice 1		\$18.95
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals			
	Business Unit 7005 - PARKING SYSTEM MGT Totals			\$185.59
Business Unit 7015 - PARKING LOTS & METERS				
Account 62347 - PARKING TAX PAYMENTS TO COUNTY				
101215 - COOK COUNTY COLLECTOR				
	*PARKING TAX AUG 2020	09/29/2020	09/29/2020	487.28
		Invoice 1		\$487.28
	Account 62347 - PARKING TAX PAYMENTS TO COUNTY Totals			
Account 62375 - RENTALS		09/29/2020	09/29/2020	718.45
103360 - METROPOLITAN WATER RECLAMATION DISTRICT	2019 LAND RENTAL-LOT 21	Invoice 1		\$718.45
	Account 62375 - RENTALS Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS		09/29/2020	09/29/2020	30.31
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	18.52
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	128.37
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	514.00
10643 - PASSPORT PARKING, INC	PERMIT SERVICE AUGUST 2020	Invoice 4		\$691.20
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 62519 - PASSPORT MOBILE PARKING APP FEES		09/29/2020	09/29/2020	10,388.62
10643 - PASSPORT PARKING, INC	MOBILE PAY-AUGUST 2020	Invoice 1		\$10,388.62
	Account 62519 - PASSPORT MOBILE PARKING APP FEES Totals			
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	280.94
101143 - COMED	UTILITIES: COMED	Invoice 1		\$280.94
	Account 64005 - ELECTRICITY Totals			
	Business Unit 7015 - PARKING LOTS & METERS Totals			\$12,566.49
Business Unit 7025 - CHURCH STREET GARAGE				
Account 62347 - PARKING TAX PAYMENTS TO COUNTY				
101215 - COOK COUNTY COLLECTOR				
	*PARKING TAX AUG 2020	09/29/2020	09/29/2020	752.52
		Invoice 1		\$752.52
	Account 62347 - PARKING TAX PAYMENTS TO COUNTY Totals			
Account 62400 - CONTRACT SVC-PARKING GARAGE		09/29/2020	09/29/2020	8,559.20
13097 - SP PLUS PARKING	GARAGE MANAGEMENT-SEPTEMBER 2020 (REDUCED FEE)	Invoice 1		\$8,559.20
	Account 62400 - CONTRACT SVC-PARKING GARAGE Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS		09/29/2020	09/29/2020	112.44
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-AUGUST 2020	09/29/2020	09/29/2020	636.38
138399 - ALL AMERICAN SIGN COMPANY	SIGNAGE AND PLAQUES FOR PARKING GARAGES	Invoice 2		\$748.82
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	1,403.11
15016 - DYNEGY	UTILITIES: DYNEGY	Invoice 1		\$1,403.11
	Account 64005 - ELECTRICITY Totals			
	Business Unit 7025 - CHURCH STREET GARAGE Totals			\$11,463.65
Business Unit 7036 - SHERMAN GARAGE				
Account 62347 - PARKING TAX PAYMENTS TO COUNTY				
101215 - COOK COUNTY COLLECTOR				
	*PARKING TAX AUG 2020	09/29/2020	09/29/2020	2,387.12
		Invoice 1		\$2,387.12
	Account 62347 - PARKING TAX PAYMENTS TO COUNTY Totals			
Account 62400 - CONTRACT SVC-PARKING GARAGE		09/29/2020	09/29/2020	15,562.50
13097 - SP PLUS PARKING	GARAGE MANAGEMENT-SEPTEMBER 2020 (REDUCED FEE)	Invoice 1		\$15,562.50
	Account 62400 - CONTRACT SVC-PARKING GARAGE Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS		09/29/2020	09/29/2020	1,157.07
138399 - ALL AMERICAN SIGN COMPANY	SIGNAGE AND PLAQUES FOR PARKING GARAGES	Invoice 1		\$1,157.07
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 62705 - BANK SERVICE CHARGES		09/29/2020	09/29/2020	294.98
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-AUGUST 2020	Invoice 1		\$294.98
	Account 62705 - BANK SERVICE CHARGES Totals			
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	4,125.17
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	81.33
15016 - DYNEGY	UTILITIES: DYNEGY ADD-ON	Invoice 2		\$4,206.50
	Account 64005 - ELECTRICITY Totals			
	Business Unit 7036 - SHERMAN GARAGE Totals			\$23,608.17
Business Unit 7037 - MAPLE GARAGE				
Account 62347 - PARKING TAX PAYMENTS TO COUNTY				
101215 - COOK COUNTY COLLECTOR				
	*PARKING TAX AUG 2020	09/29/2020	09/29/2020	721.14
		Invoice 1		\$721.14
	Account 62347 - PARKING TAX PAYMENTS TO COUNTY Totals			
Account 62400 - CONTRACT SVC-PARKING GARAGE		09/29/2020	09/29/2020	10,377.30
13097 - SP PLUS PARKING	GARAGE MANAGEMENT-SEPTEMBER 2020 (REDUCED FEE)	Invoice 1		\$10,377.30
	Account 62400 - CONTRACT SVC-PARKING GARAGE Totals			
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS		09/29/2020	09/29/2020	771.55
138399 - ALL AMERICAN SIGN COMPANY	SIGNAGE AND PLAQUES FOR PARKING GARAGES	Invoice 1		\$771.55
	Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals			
Account 62705 - BANK SERVICE CHARGES		09/29/2020	09/29/2020	178.90
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-AUGUST 2020	Invoice 1		\$178.90
	Account 62705 - BANK SERVICE CHARGES Totals			
Account 64005 - ELECTRICITY		09/29/2020	09/29/2020	3,808.31
15016 - DYNEGY	UTILITIES: DYNEGY	Invoice 1		\$3,808.31
	Account 64005 - ELECTRICITY Totals			
	Business Unit 7037 - MAPLE GARAGE Totals			\$15,857.20
	Department 19 - ADMINISTRATIVE SERVICES Totals			\$63,681.10
	Fund 505 - PARKING SYSTEM FUND Totals		Invoice 26	\$63,681.10

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510 WATER FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 510 - WATER FUND				
Department 40 - PUBLIC WORKS AGENCY				
Business Unit 4200 - WATER PRODUCTION				
Account 62180 - STUDIES				
177879 - BURNS & MCDONNELL ENGINEERING COMPANY, INC.	WATER WORKS COMPREHENSIVE VALUATION 2020	09/29/2020	09/29/2020	11,642.00
		Invoice Transactions 1		\$11,642.00
	Account 62180 - STUDIES Totals			
Account 62185 - CONSULTING SERVICES				
16618 - MUNICIPALH2O	ANNUAL EPA RMP COMPLIANCE SERVICE FEE 9/19/20-9/18/21	09/29/2020	09/29/2020	4,200.00
		Invoice Transactions 1		\$4,200.00
	Account 62185 - CONSULTING SERVICES Totals			
Account 62295 - TRAINING & TRAVEL				
16326 - JORGE ROSALES	REIMBURSEMENT: CROSS CONNECTION CONTROL DEVICE INSPECTION TRAINING	09/29/2020	09/29/2020	468.34
		Invoice Transactions 1		\$468.34
	Account 62295 - TRAINING & TRAVEL Totals			
Account 64540 - TELECOMMUNICATIONS - WIRELESS				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	09/29/2020	09/29/2020	37.90
		Invoice Transactions 1		\$37.90
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals			
Business Unit 4208 - WATER BILLING				
Account 64540 - TELECOMMUNICATIONS - WIRELESS				
105394 - VERIZON WIRELESS	LAPTOPS METER	09/29/2020	09/29/2020	114.03
		Invoice Transactions 1		\$114.03
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals			
	Business Unit 4208 - WATER BILLING Totals			\$16,348.24
Business Unit 4210 - PUMPING				
Account 64005 - ELECTRICITY				
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	45.77
101143 - COMED	UTILITIES: COMED	09/29/2020	09/29/2020	20.06
15016 - DYNEGY	UTILITIES: DYNEGY	09/29/2020	09/29/2020	91,648.69
		Invoice Transactions 3		\$91,714.52
	Account 64005 - ELECTRICITY Totals			
Account 64015 - NATURAL GAS				
103744 - NICOR	UTILITIES: NICOR	09/29/2020	09/29/2020	935.27
		Invoice Transactions 1		\$935.27
	Account 64015 - NATURAL GAS Totals			
	Business Unit 4210 - PUMPING Totals			\$92,649.79
Business Unit 4220 - FILTRATION				
Account 62465 - OUTSIDE LABARATORY COSTS				
106964 - EUROFINS EATON ANALYTICAL	FY2020 LABORATORY TESTING	09/29/2020	09/29/2020	10.00
106964 - EUROFINS EATON ANALYTICAL	FY2020 LABORATORY TESTING	09/29/2020	09/29/2020	10.00
106964 - EUROFINS EATON ANALYTICAL	FY2020 LABORATORY TESTING	09/29/2020	09/29/2020	180.00
106964 - EUROFINS EATON ANALYTICAL	FY2020 LABORATORY TESTING	09/29/2020	09/29/2020	220.00
		Invoice Transactions 4		\$420.00
	Account 62465 - OUTSIDE LABARATORY COSTS Totals			
Account 65015 - CHEMICALS/ SALT				
217862 - ALEXANDER CHEMICAL CORPORATION	LIQUID CHLORINE (PER SPEC)	09/29/2020	09/29/2020	3,440.00
		Invoice Transactions 1		\$3,440.00
	Account 65015 - CHEMICALS/ SALT Totals			
Account 65030 - PHOSPHATE CHEMICALS				
172225 - CARUS PHOSPHATES, INC.	ORTHOPOLYPHOSPHATE (PER SPEC)	09/29/2020	09/29/2020	18,705.00
		Invoice Transactions 1		\$18,705.00
	Account 65030 - PHOSPHATE CHEMICALS Totals			
Account 65070 - OFFICE/OTHER EQT MTN MATL				
105696 - ZIEBELL WATER SERVICE PRODUCTS INC	6" FLANGE X FLANGE PRATT MODEL 2FII BUTTERFLY VALVE	09/29/2020	09/29/2020	3,345.00
		Invoice Transactions 1		\$3,345.00
	Account 65070 - OFFICE/OTHER EQT MTN MATL Totals			
	Business Unit 4220 - FILTRATION Totals			\$25,910.00
Business Unit 4225 - WATER OTHER OPERATIONS				
Account 62180 - STUDIES				
101143 - COMED	UTILITIES: COMED AGGREGATION FEE	09/29/2020	09/29/2020	127.00
17270 - BACKFLOW SOLUTIONS, INC	CROSS CONNECTION CONTROL MANAGEMENT PROGRAM	09/29/2020	09/29/2020	2,596.95
		Invoice Transactions 2		\$2,723.95
	Account 62180 - STUDIES Totals			
	Business Unit 4225 - WATER OTHER OPERATIONS Totals			\$2,723.95
Business Unit 4540 - DISTRIBUTION MAINTENANCE				
Account 64540 - TELECOMMUNICATIONS - WIRELESS				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	09/29/2020	09/29/2020	170.55
		Invoice Transactions 1		\$170.55
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals			
Account 65055 - MATER. TO MAINT. IMP				
15335 - CORE & MAIN LP	VALVE BOXES	09/29/2020	09/29/2020	3,980.00
		Invoice Transactions 1		\$3,980.00
	Account 65055 - MATER. TO MAINT. IMP Totals			
	Business Unit 4540 - DISTRIBUTION MAINTENANCE Totals			\$4,150.55
	Department 40 - PUBLIC WORKS AGENCY Totals			\$141,896.56
	Fund 510 - WATER FUND Totals		Invoice 20	\$141,896.56

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513 WATER DEPR IMPRV&EXT FUND Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 513 - WATER DEPR IMPRV & EXTENSION FUND				
Department 71 - UTILITIES				
Business Unit 7330 - WATER FUND DEP, IMP, EXT				
Account 62145 - ENGINEERING SERVICES				
106588 - CDM SMITH, INC.				
	TREATED WATER STORAGE ENGINEERING			
		* 09/29/2020	09/29/2020	<u>48,319.76</u>
	Account 62145 - ENGINEERING SERVICES Totals		Invoice Transactions 1	<u>\$48,319.76</u>
	Business Unit 7330 - WATER FUND DEP, IMP, EXT Totals		Invoice Transactions 1	<u>\$48,319.76</u>
	Department 71 - UTILITIES Totals		Invoice Transactions 1	<u>\$48,319.76</u>
	Fund 513 - WATER DEPR IMPRV & EXTENSION FUND Totals		Invoice 1	\$48,319.76

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CITY OF EVANSTON
BILLS LIST
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515 SEWER FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount	
Fund 515 - SEWER FUND					
Department 40 - PUBLIC WORKS AGENCY					
Business Unit 4530 - SEWER MAINTENANCE					
Account 64540 - TELECOMMUNICATIONS - WIRELESS					
14093 - VERIZON NETWORKFLEET, INC.					
	AVL TRACKERS	09/29/2020	09/29/2020	170.55	
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals	Invoice Transactions 1		\$170.55	
Account 65051 - MATERIALS - STREETS DIVISION					
13666 - BUILDERS ASPHALT, LLC					
	FY2020 HOT MIX ASPHALT PURCHASE	09/29/2020	09/29/2020	482.36	
	FY2020 HOT MIX ASPHALT PURCHASE	09/29/2020	09/29/2020	96.72	
	FY2020 HOT MIX ASPHALT PURCHASE	09/29/2020	09/29/2020	319.30	
	FY2020 HOT MIX ASPHALT PURCHASE	09/29/2020	09/29/2020	650.38	
	FY2020 CONCRETE PURCHASE	09/29/2020	09/29/2020	1,762.50	
	FY2020 CONCRETE PURCHASE	09/29/2020	09/29/2020	866.00	
	Account 65051 - MATERIALS - STREETS DIVISION Totals	Invoice Transactions 6		\$4,177.26	
Business Unit 4531 - SEWER OTHER OPERATIONS					
Account 62180 - STUDIES					
307198 - HEY AND ASSOCIATES					
	STORMWATER MASTER PLAN	09/29/2020	09/29/2020	6,802.42	
	Account 62180 - STUDIES Totals	Invoice Transactions 1		\$6,802.42	
Business Unit 4535 - SEWER IMPROVEMENTS					
Account 62461 - SEWER MAINTENANCE CONTRACTS					
15329 - RAPTOR INDUSTRIES, INC					
	REPAIR UNDERGROUND CONDUIT - CHURCH & FLORENCE ST	09/29/2020	09/29/2020	827.64	
	Account 62461 - SEWER MAINTENANCE CONTRACTS Totals	Invoice Transactions 1		\$827.64	
Account 65515 - OTHER IMPROVEMENTS					
102590 - INSITUFORM TECHNOLOGIES					
	2019 CIPP SEWER REHAB CONTRACT B	09/29/2020	09/29/2020	43,806.36	
	Account 65515 - OTHER IMPROVEMENTS Totals	Invoice Transactions 1		\$43,806.36	
	Business Unit 4535 - SEWER IMPROVEMENTS Totals	Invoice Transactions 2		\$44,634.00	
	Department 40 - PUBLIC WORKS AGENCY Totals	Invoice Transactions 10		\$55,784.23	
Fund 515 - SEWER FUND Totals				Invoice 10	\$55,784.23

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520 SOLID WASTE FUND

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 520 - SOLID WASTE FUND				
Department 40 - PUBLIC WORKS AGENCY				
Business Unit 4310 - RECYCLING AND ENVIRONMENTAL MAIN				
Account 56155 - TRASH CART SALES				
102499 - ILLINOIS DEPT OF REVENUE	*SALES TAX AUG 2020	09/29/2020	09/29/2020	15.00
	Account 56155 - TRASH CART SALES Totals	Invoice Transactions 1		\$15.00
Account 65625 - FURNITURE & FIXTURES				
183328 - REHRIG PACIFIC COMPANY	REFUSE CART LIDS	09/29/2020	09/29/2020	150.00
	Account 65625 - FURNITURE & FIXTURES Totals	Invoice Transactions 1		\$150.00
	Business Unit 4310 - RECYCLING AND ENVIRONMENTAL MAIN Totals	Invoice Transactions 2		\$165.00
	Department 40 - PUBLIC WORKS AGENCY Totals	Invoice Transactions 2		\$165.00
	Fund 520 - SOLID WASTE FUND Totals	Invoice 2		\$165.00

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CITY OF EVANSTON

600 FLEET SERVICES FUND

Accounts Payable by G/L Distribution Report

BILLS LIST

Payment Date Range 09/29/20 - 09/29/20

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Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 600 - FLEET SERVICES FUND				
Department 19 - ADMINISTRATIVE SERVICES				
Business Unit 7710 - FLEET MAINTENANCE				
Account 62240 - AUTOMOTIVE EQMP MAINT				
299298 - ADVANCED PROCLEAN INC.	MULTIPLE VEHICLE CAR WASHES	09/29/2020	09/29/2020	1,006.45
108472 - WILMETTE TRUCK & BUS SALES & SERVICE	MULTIPLE SAFETY LANE	09/29/2020	09/29/2020	478.00
	Account 62240 - AUTOMOTIVE EQMP MAINT Totals		Invoice Transactions 2	\$1,484.45
Account 62245 - OTHER EQMT MAINTENANCE				
103795 - NORTH SHORE TOWING	PD VEHICLE #43 TOW	09/29/2020	09/29/2020	127.50
	Account 62245 - OTHER EQMT MAINTENANCE Totals		Invoice Transactions 1	\$127.50
Account 64540 - TELECOMMUNICATIONS - WIRELESS				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	09/29/2020	09/29/2020	200.00
	Account 64540 - TELECOMMUNICATIONS - WIRELESS Totals		Invoice Transactions 1	\$200.00
Account 65015 - CHEMICALS/ SALT				
101081 - CITY WELDING SALES & SERVICE INC.	CHEMICALS	09/29/2020	09/29/2020	91.70
	Account 65015 - CHEMICALS/ SALT Totals		Invoice Transactions 1	\$91.70
Account 65020 - CLOTHING				
101064 - CINTAS #22	UNIFORMS	09/29/2020	09/29/2020	201.13
101064 - CINTAS #22	UNIFORMS	09/29/2020	09/29/2020	201.13
	Account 65020 - CLOTHING Totals		Invoice Transactions 2	\$402.26
Account 65035 - PETROLEUM PRODUCTS				
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE FOR JULY 6 2020 - JULY 5 2021	09/29/2020	09/29/2020	4,489.50
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE FOR JULY 6 2020 - JULY 5 2021	09/29/2020	09/29/2020	8,978.90
	Account 65035 - PETROLEUM PRODUCTS Totals		Invoice Transactions 2	\$13,468.40
Account 65045 - LICENSING/REGULATORY SUPP				
284935 - ILLINOIS SECRETARY OF STATE, VEHICLE	PLATE FOR VEHICLE #21	09/29/2020	09/29/2020	158.00
284935 - ILLINOIS SECRETARY OF STATE, VEHICLE	PLATE FOR VEHICLE #267	09/29/2020	09/29/2020	158.00
	Account 65045 - LICENSING/REGULATORY SUPP Totals		Invoice Transactions 2	\$316.00
Account 65060 - MATER. TO MAINT. AUTOS				
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	94.65
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	182.84
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	14.40
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	1,712.70
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	246.57
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	19.78
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	FFM VEHICLE #273	09/29/2020	09/29/2020	137.07
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	169.60
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	8.89
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR PLOWS	09/29/2020	09/29/2020	328.20
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	09/29/2020	09/29/2020	6.90
100412 - ATLAS BOBCAT, INC.	FM VEHICLE #758 ANNUAL INSPECTIONS	09/29/2020	09/29/2020	220.00
100412 - ATLAS BOBCAT, INC.	FM VEHICLE #147 INSPECTIONS	09/29/2020	09/29/2020	220.00
106584 - BURRIS EQUIPMENT CO	STOCK FOR MUD FLAPS	09/29/2020	09/29/2020	243.12
106584 - BURRIS EQUIPMENT CO	GREENWAYS VEHICLE #507 POWER SYSTEM	09/29/2020	09/29/2020	2,134.65
101511 - DOUGLAS TRUCK PARTS	STOCK FOR FLEET	09/29/2020	09/29/2020	411.88
227800 - GOLF MILL FORD	STOCK FOR FLEET	09/29/2020	09/29/2020	149.31
227800 - GOLF MILL FORD	STOCK FOR FLEET	09/29/2020	09/29/2020	93.47
227800 - GOLF MILL FORD	PWA VEHICLE #621	09/29/2020	09/29/2020	460.28
227800 - GOLF MILL FORD	STOCK FOR FLEET	09/29/2020	09/29/2020	119.68
227800 - GOLF MILL FORD	PWA VEHICLE #208	09/29/2020	09/29/2020	571.42
227800 - GOLF MILL FORD	PD VEHICLE #71	09/29/2020	09/29/2020	12.60
227800 - GOLF MILL FORD	PWA VEHICLE #571	09/29/2020	09/29/2020	43.95
227800 - GOLF MILL FORD	FIRE VEHICLE #301 HEAD LIGHT	09/29/2020	09/29/2020	743.66
121261 - H. BARBER & SONS, INC.	VEHICLE PARTS	09/29/2020	09/29/2020	1,084.94
102281 - HAVEY COMMUNICATIONS INC.	PD VEHICLE #86/778	09/29/2020	09/29/2020	965.00
102281 - HAVEY COMMUNICATIONS INC.	PD VEHICLE #71 CARGO BOX	09/29/2020	09/29/2020	725.00
122397 - HERITAGE CRYSTAL CLEAN	SHOP SUPPLIES	09/29/2020	09/29/2020	905.58
16406 - IMPERIAL SUPPLIES, LLC	STOCK FOR FLEET	09/29/2020	09/29/2020	394.59
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	STOCK FOR FLEET	09/29/2020	09/29/2020	100.26
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	FLEET VEHICLE #004 STOCK	09/29/2020	09/29/2020	1,314.43
120232 - INTERSTATE POWER SYSTEMS, INC.	FIRE VEHICLE #325R STARTER	09/29/2020	09/29/2020	494.96
102994 - LEACH ENTERPRISES, INC.	STOCK FOR FLEET	09/29/2020	09/29/2020	34.31
102994 - LEACH ENTERPRISES, INC.	STOCK FOR FLEET	09/29/2020	09/29/2020	202.10
102994 - LEACH ENTERPRISES, INC.	STOCK FOR FLEET	09/29/2020	09/29/2020	1,411.98
102994 - LEACH ENTERPRISES, INC.	PWA VEHICLE #923 PARTS	09/29/2020	09/29/2020	127.60
102994 - LEACH ENTERPRISES, INC.	VEHICLE PARTS FOR FD VEHICLES	09/29/2020	09/29/2020	33.19
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	FIRE VEHICLE #313 STEERING SYSTEM	09/29/2020	09/29/2020	679.92
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	STOCK FOR FIRE LIGHTS	09/29/2020	09/29/2020	712.21
103490 - MONROE TRUCK EQUIPMENT	STREETS VEHICLE #615/613 TRAILER BRAKES	09/29/2020	09/29/2020	239.83
103490 - MONROE TRUCK EQUIPMENT	STREETS VEHICLE #613 TRAILER	09/29/2020	09/29/2020	34.77
252920 - ORLANDO AUTO TOP	POLICE VEHICLE #41 SEAT	09/29/2020	09/29/2020	575.00
120836 - P & G KEENE ELECTRICAL	FD VEHICLE #323 PARTS	09/29/2020	09/29/2020	380.20
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	STOCK FOR FLEET	09/29/2020	09/29/2020	85.80
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	PWA VEHICLE #919 PARTS	09/29/2020	09/29/2020	1,481.80
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	PD VEHICLE #88	09/29/2020	09/29/2020	245.60
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	FORESTRY VEHICLE #821 CHECK ENGINE LIGHT	09/29/2020	09/29/2020	857.54
104918 - STANDARD EQUIPMENT COMPANY	STOCK FOR FLEET	09/29/2020	09/29/2020	325.40
104918 - STANDARD EQUIPMENT COMPANY	STOCK FOR FLEET	09/29/2020	09/29/2020	227.81
324441 - THE CHEVROLET EXCHANGE	STOCK FOR FLEET	09/29/2020	09/29/2020	401.85
324441 - THE CHEVROLET EXCHANGE	PD VEHICLE #43 WHEEL HUB	09/29/2020	09/29/2020	100.00
186754 - TRIANGLE RADIATOR	WATER VEHICLE #919 EXHAUST	09/29/2020	09/29/2020	450.00
206940 - ULINE	SHOP SUPPLIES FOR PLOWS	09/29/2020	09/29/2020	824.61
105553 - WHOLESALE DIRECT INC	STOCK FOR MIRRORS	09/29/2020	09/29/2020	687.77
	Account 65060 - MATER. TO MAINT. AUTOS Totals		Invoice Transactions 54	\$24,449.67
Account 65065 - TIRES & TUBES				
245860 - WENTWORTH TIRE SERVICE	STOCK FOR TIRES	09/29/2020	09/29/2020	1,634.47
245860 - WENTWORTH TIRE SERVICE	REM VEHICLE #742 TIRE	09/29/2020	09/29/2020	290.95
245860 - WENTWORTH TIRE SERVICE	STOCK FOR TIRES	09/29/2020	09/29/2020	1,555.40
245860 - WENTWORTH TIRE SERVICE	STREETS VEHICLE #683 TIRE REPAIR	09/29/2020	09/29/2020	156.00
245860 - WENTWORTH TIRE SERVICE	STOCK FOR TIRES	09/29/2020	09/29/2020	568.27
	Account 65065 - TIRES & TUBES Totals		Invoice Transactions 5	\$4,205.09
	Business Unit 7710 - FLEET MAINTENANCE Totals		Invoice Transactions 70	\$44,745.07
	Department 19 - ADMINISTRATIVE SERVICES Totals		Invoice Transactions 70	\$44,745.07
	Fund 600 - FLEET SERVICES FUND Totals		Invoice Transactions 70	\$44,745.07

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CITY OF EVANSTON

601 EQUIPMENT REPLACEMENT FUND Accounts Payable by G/L Distribution Report

BILLS LIST

Payment Date Range 09/29/20 - 09/29/20

PERIOD ENDING 09.29.2020

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 601 - EQUIPMENT REPLACEMENT FUND				
Department 19 - ADMINISTRATIVE SERVICES				
Business Unit 7780 - VEHICLE REPLACEMENTS				
Account 65550 - AUTOMOTIVE EQUIPMENT				
120497 - CURRIE MOTORS	PURCHASE OF 193, 72, 51, 54, 342 FOR LIBRARY PD & FD	09/29/2020	09/29/2020	168,127.00
	Account 65550 - AUTOMOTIVE EQUIPMENT Totals		Invoice Transactions 1	\$168,127.00
	Business Unit 7780 - VEHICLE REPLACEMENTS Totals		Invoice Transactions 1	\$168,127.00
	Department 19 - ADMINISTRATIVE SERVICES Totals		Invoice Transactions 1	\$168,127.00
	Fund 601 - EQUIPMENT REPLACEMENT FUND Totals		Invoice Transactions 1	\$168,127.00

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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.29.2020

605 INSURANCE FUND

Accounts Payable by G/L Distribution Report
 Payment Date Range 09/29/20 - 09/29/20

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund 605 - INSURANCE FUND				
Department 99 - NON-DEPARTMENTAL				
Business Unit 7800 - RISK MANAGEMENT				
Account 62130 - LEGAL SERVICES-GENERAL				
270106 - ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR	LEGAL SERVICES- PERSONNEL THROUGH 7.31.20	09/29/2020	09/29/2020	215.00
17424 - ROCK FUSCO & CONNELLY, LLC	SANCHEZ V. THE VILLAGE OF WHEELING	09/29/2020	09/29/2020	16,090.00
17714 - SHARON GILMAN	CLAIMANT - SHARON GILMAN	09/29/2020	09/29/2020	120.00
17720 - THE KRYDER LAW GROUP, LLC	JACOB MATHE AND THE KRYDER LAW GROU	09/29/2020	09/29/2020	2,500.00
	Account 62130 - LEGAL SERVICES-GENERAL Totals		Invoice Transactions 4	\$18,925.00
	Business Unit 7800 - RISK MANAGEMENT Totals		Invoice Transactions 4	\$18,925.00
	Department 99 - NON-DEPARTMENTAL Totals		Invoice Transactions 4	\$18,925.00
	Fund 605 - INSURANCE FUND Totals		Invoice Transactions 4	\$18,925.00
			Invoice Transactions 378	\$3,590,367.49

* = Prior Fiscal Year Activity

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**CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.29.2020**

Accounts Payable by G/L Distribution Report
*ADVANCED CHECKS FOR PAY PERIOD ENDING 09.29.2020

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - GENERAL FUND						
Department 15 - CITY MANAGER'S OFFICE						
Business Unit 5300 - ECON. DEVELOPMENT						
Account 62664 - ENTREPRENEURSHIP SUPPORT						
17684 - LIFE IN PROGRESS						
	*ENTREPRENEURSHIP GRANT	09/11/2020	09/11/2020		1,779.96	
	Account 62664 - ENTREPRENEURSHIP SUPPORT Totals		Invoice Transactions 1		\$1,779.96	
	Business Unit 5300 - ECON. DEVELOPMENT Totals		Invoice Transactions 1		\$1,779.96	
	Department 15 - CITY MANAGER'S OFFICE Totals		Invoice Transactions 1		\$1,779.96	
Department 30 - PARKS, REC. AND COMMUNITY SERV.						
Business Unit 3050 - RECREATION OUTREACH PROGRAM						
Account 65025 - FOOD						
149940 - ETHS CAMPUS CATERING						
	*SUMMER FOOD PROGRAM	09/11/2020	09/11/2020		44,525.00	
149940 - ETHS CAMPUS CATERING						
	*SUMMER FOOD PROGRAM	09/11/2020	09/11/2020		15,112.50	
	Account 65025 - FOOD Totals		Invoice Transactions 2		\$59,637.50	
	Business Unit 3050 - RECREATION OUTREACH PROGRAM Totals		Invoice Transactions 2		\$59,637.50	
	Department 30 - PARKS, REC. AND COMMUNITY SERV. Totals		Invoice Transactions 2		\$59,637.50	
Fund 100 - GENERAL FUND Totals					Invoice Transactions 3	\$61,417.46
Fund 510 - WATER FUND						
Department 40 - PUBLIC WORKS AGENCY						
Business Unit 4225 - WATER OTHER OPERATIONS						
Account 62410 - LEAD SERVICE ABATEMENT						
17717 - KENNETH HAYES						
	*LEAD SERVICE LINE ABATEMENT LOAN	09/11/2020	09/11/2020		4,800.00	
17718 - LARRY SCHNUR						
	*LEAD SERVICE LINE ABATEMENT LOAN	09/11/2020	09/11/2020		4,800.00	
	Account 62410 - LEAD SERVICE ABATEMENT Totals		Invoice Transactions 2		\$4,800.00	
	Business Unit 4225 - WATER OTHER OPERATIONS Totals		Invoice Transactions 2		\$4,800.00	
	Department 40 - PUBLIC WORKS AGENCY Totals		Invoice Transactions 2		\$4,800.00	
Fund 510 - WATER FUND Totals					Invoice Transactions 2	\$4,800.00
Fund 605 - INSURANCE FUND						
Department 99 - NON-DEPARTMENTAL						
Business Unit 7800 - RISK MANAGEMENT						
Account 62130 - LEGAL SERVICES-GENERAL						
17681 - LANZILLOTTI, GRIBBEN & MARCHUK						
	*COURT SETTLEMENT	09/11/2020	09/11/2020		20,000.00	
	Account 62130 - LEGAL SERVICES-GENERAL Totals		Invoice Transactions 1		\$20,000.00	
	Business Unit 7800 - RISK MANAGEMENT Totals		Invoice Transactions 1		\$20,000.00	
	Department 99 - NON-DEPARTMENTAL Totals		Invoice Transactions 1		\$20,000.00	
Fund 605 - INSURANCE FUND Totals					Invoice Transactions 1	\$20,000.00
* = Prior Fiscal Year Activity					Invoice Transactions 6	\$86,217.46

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**CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.29.2020**

**SUPPLEMENTAL LIST
ACH AND WIRE TRANSFERS**

ACCOUNT NUMBER	SUPPLIER NAME	DESCRIPTION	AMOUNT
INSURANCE			
	VARIOUS VARIOUS	CASUALTY LOSS	475.00
	VARIOUS VARIOUS	WORKERS COMP	9,438.58
	VARIOUS VARIOUS	WORKERS COMP	11,925.03
			<u>21,838.61</u>
VARIOUS			
	VARIOUS TWIN EAGLE	NATURAL GAS-AUGUST 2020	6,592.27
			<u>6,592.27</u>
			<u>28,430.88</u>
		Grand Total	<u>\$3,695,015.83</u>

PREPARED BY _____ DATE _____

REVIEWED BY _____ DATE _____

APPROVED BY _____ DATE _____



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Hitesh Desai, Chief Financial Officer
CC: Andrew Villamin
Subject: Single Audit for FY 2019
Date: September 29, 2020

Recommended Action:

Staff recommends City Council review and place on file the Single Audit report for the fiscal year ending December 31, 2019.

Council Action:

For Action: Accept and Place on File

Summary:

Single Audit is the audit of Federal Grants money received/spent by the City of Evanston. The Single Audit Act and Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires entities that expend equal to or in excess of \$750,000 in federal awards in a fiscal year to have an audit performed in accordance with the Single Audit Act. Since the City of Evanston expended more than \$750,000 in federal awards for Fiscal Year 2019, the single audit was carried out by our Auditors, Prado & Renteria / Sikich, LLP. During 2019, \$3.6 million was expended according to the enclosed audit report. The audit report has to be issued within nine months of the end of the fiscal year.

The Finance division, working with other operating departments and our auditors, has completed the Single Audit. Once again, the auditors have expressed an unqualified opinion, meaning our financial reports fairly state the City's financial position with respect to the City's Federal programs. No management letter comments were provided by the Auditor.

Attachments:

[2019 Single Audit Report Final](#)

**CITY OF EVANSTON, ILLINOIS
Single Audit Reports**

For the Year Ended December 31, 2019

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INDEPENDENT AUDITORS' REPORT

The Honorable Stephen H. Hagerty, Mayor and
Members of the City Council
Evanston, Illinois

Report on the Schedule of Expenditures of Federal Awards

We have audited the accompanying Schedule of Expenditures of Federal Awards of the City of Evanston, Illinois (City), for the year ended December 31, 2019 and the related notes (the financial statement).

Management's Responsibility for the Schedule of Expenditures of Federal Awards

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility


Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulation* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the expenditures of federal awards of the City for the year ended December 31, 2019, in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "Delo & Renteria".

Chicago, Illinois
September 11, 2020

CITY OF EVANSTON, ILLINOIS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Identifying Number	Award Date	Passed-Through to Subrecipients	Federal Expenditures
DEPARTMENT OF AGRICULTURE					
Passed through the Illinois State Board of Education Child and Adult Care Food Program	10.558	ISBE 19-4226-00 - 05-016-510P-00	January 1, 2019	N/A	47,972
Passed through the Illinois State Board of Education Summer Food Service Program for Children	10.559	ISBE 19-4225-00 - 05-016-510P-00	June 10, 2019	N/A	149,333
Total Department of Agriculture					<u>197,305</u>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Community Development Block Grants/Entitlement Grants					
Entitlement year 40	14.218	B14MC-170012	June 18, 2014	61,306	61,306
Entitlement year 41	14.218	B15MC-170012	June 15, 2015		100,000
Entitlement year 42	14.218	B16MC-170012	July 20, 2016		10,000
Entitlement year 43	14.218	B17MC-170012	October 31, 2017	90,374	118,535
Entitlement year 44	14.218	B18MC-170012	July 31, 2018	9,855	549,436
Entitlement year 45	14.218	B19MC-170012	July 22, 2019	255,225	1,002,516
Total Community Development Block Grants/Entitlement Grants *				<u>416,760</u>	<u>1,841,793</u>
Emergency Solutions Grant Program	14.231	E17MC-170012	October 31, 2017	296	3,345
Emergency Solutions Grant Program	14.231	E18MC-170012	July 31, 2018	67,146	72,484
Emergency Solutions Grant Program	14.231	E19MC-170012	July 22, 2019	57,533	57,533
Total Emergency Solutions Grant Program				<u>124,975</u>	<u>133,362</u>
Home Investment Partnerships Program	14.239	M17-MC-170218	October 31, 2017	158,550	158,550
Home Investment Partnerships Program	14.239	M18-MC-170218	July 31, 2018	40,328	76,642
Home Investment Partnerships Program	14.239	M19-MC-170218	July 22, 2019	20,538	24,755
Total Home Investment Partnerships Program				<u>219,416</u>	<u>259,947</u>
ARRA - Neighborhood Stabilization Program	14.256	S10-MC-170012	January 14, 2010	N/A	11,013
Total Department of Housing and Urban Development					<u>2,246,115</u>
DEPARTMENT OF JUSTICE					
2017 Bulletproof Vest Partnership Program	16.607	N/A	October 26, 2017	N/A	8,527
2018 Bulletproof Vest Partnership Program	16.607	N/A	October 3, 2018	N/A	4,740
Total Bulletproof Vest Partnership Program					<u>13,267</u>
Passed through the City of Chicago Department of Police Edward Byrne Memorial Justice Assistance Grant	16.738	2017-DJ-BX-0223	August 20, 2017	N/A	11,846
Total Department of Justice					<u>25,113</u>
DEPARTMENT OF TRANSPORTATION					
Passed through Illinois Department of Transportation					
Highway Planning and Construction	20.205	D-91-301-16	August 1, 2018	N/A	391,419
Highway Planning and Construction	20.205	D-91-290-18	March 8, 2019	N/A	162,637
Highway Planning and Construction	20.205	C-91-118-17	April 2, 2017	N/A	5,250
Total Highway Planning and Construction					<u>559,306</u>
Passed through Illinois Department of Transportation					
State and Community Highway Safety (STEP)	20.600	900OP190019	October 6, 2017	N/A	57,072
State and Community Highway Safety (STEP)	20.600	900OP190019	November 6, 2018	N/A	44,700
Total State and Community Highway Safety (STEP)					<u>101,772</u>
Total Department of Transportation					<u>661,078</u>
DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY					
Passed through the Illinois Department of Public Health					
Beach Monitoring and Notification Program Implementation Grant	66.472	95380404G	September 28, 2018	N/A	14,857
Total Department of Environmental Protection Agency					<u>14,857</u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

CITY OF EVANSTON, ILLINOIS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Identifying Number	Award Date	Passed-Through to Subrecipients	Federal Expenditures
DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Passed through AgeOptions					
Special Programs for the Aging Title III, Part B					
Library Stipends - Supportive Services	93.044	MG-77-16-0118-16	September 6, 2018	N/A	12,000
Special Programs for the Aging Title VII Ombudsman	93.044	B3 OMB/T3BO Ombudsman	August 6, 2018	N/A	55,205
Special Programs for the Aging Title III, Part C Nutrition	93.045	T3C1	September 30, 2019	N/A	42,926
Total Aging Cluster					<u>110,131</u>
Passed through the Illinois of Department of Public Health					
Public Health Emergency Preparedness					
Public Health Emergency Preparedness	93.074	97180027G	May 1, 2017	N/A	36,080
Public Health Emergency Preparedness	93.074	07180027H	July 29, 2019	N/A	30,144
Public Health Emergency Preparedness - Cities Readiness Initiative	93.074	97580003G	August 1, 2018	N/A	25,363
Public Health Emergency Preparedness - Cities Readiness Initiative	93.074	0758003H	September 24, 2019	N/A	13,123
Total Public Health Emergency Preparedness					<u>104,710</u>
Passed through Public Health Institute of Metropolitan Chicago					
HIV Prevention Activities Health Department Based					
	93.940	N/A	August 12, 2019		5,839
Passed through the Illinois of Department of Human Services					
Block Grants for Prevention and Treatment of Substance Abuse					
Block Grants for Prevention and Treatment of Substance Abuse	93.959	943CWZ03375	June 18, 2018	N/A	3,410
Block Grants for Prevention and Treatment of Substance Abuse	93.959	943CWZ03375	June 20, 2019	N/A	3,630
Total Block Grants for Prevention and Treatment of Substance Abuse					<u>7,040</u>
Total Department of Health and Human Services					<u><u>227,720</u></u>
DEPARTMENT OF HOMELAND SECURITY					
Assistance to Firefighters Grant					
	97.044	EMW-2017-FR-00378	September 21, 2018		165,590
Total Department of Homeland Security					<u><u>165,590</u></u>
INSTITUTE OF MUSEUM AND LIBRARY SERVICES					
Passed through Loyola University					
National Leadership Grants					
	45.312	MG-77-16-0118-16	December 1, 2017	N/A	37,343
Total Institute of Museum and Library Services					<u><u>37,343</u></u>
NATIONAL SCIENCE FOUNDATION					
Passed through Northwestern University Office of Community					
Education Partnership					
Education and Human Resources	47.076	1837661	October 2018	N/A	19,704
Total National Science Foundation					<u><u>19,704</u></u>
NATIONAL FISH AND WILDLIFE FOUNDATION					
Migratory Bird Habitat					
	15.663	NFWF ID2005.16.054554	December 16, 2016	N/A	17,311
Total National Fish and Wildlife Foundation					<u><u>17,311</u></u>
Total Expenditures of Federal Awards					<u><u>\$ 3,612,136</u></u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019

NOTE 1 – REPORTING ENTITY

This report on Federal Awards includes the federal awards of the City of Evanston, Illinois. The reporting entity for the city is based upon criteria established by the Governmental Accounting Standards Board (GASB).

The City of Evanston is the primary government according to GASB criteria. On April 30, 2014, the Township was discontinued and dissolved following the March 18, 2014 general election vote taken by the registered voters of the Evanston Township. Pursuant to 60 ILCS 1/27-15 and 1/27-20, effective 12:00 a.m. May 1, 2014, the City of Evanston assumed all rights, powers, assets, property, obligations and duties of the Evanston Township, including the responsibilities of providing the services that were previously provided by the Township. Beginning May 1, 2014, the functions of the Township are reported along with the City.

NOTE 2 – BASIS OF PRESENTATION

The accounting records for some grant programs are maintained on the modified accrual basis of accounting. Under the modified accrual basis, revenues are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the liability is incurred. The accounting records for other grant programs are maintained on the accrual basis, i.e., when the revenue has been earned and the liability is incurred.

The information in this schedule is presented in accordance with the requirements of OMB Uniform Guidance.

NOTE 3 – SUBRECIPIENTS

Of the federal expenditures presented in the schedule of expenditures of federal awards, the City of Evanston provided federal awards to subrecipients as follows:

Program Title	Federal CFDA Number	Amount Provided to Subrecipients
Community Development Block Grants/Entitlement Grants	14.218	\$416,760
Emergency Solutions Grant Program	14.231	\$124,975
HOME Investment Partnerships Program	14.239	\$219,416

CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019

NOTE 4 – PROGRAM INCOME

The City of Evanston received the following program income amounts for the year ended December 31, 2019. The balances of receipts are from letter of credit drawdowns for the program. The program expenditures for the year include expenditures of this program income.

Program Title	Federal CFDA Number	Amount
Community Development Block Grants/Entitlement Grants	14.218	\$105,431
Home Investment Partnerships Program	14.239	\$27,384

NOTE 5– NOTES RECEIVABLE OUTSTANDING

The City of Evanston has several notes receivable outstanding as of December 31, 2019. These loans are for various uses. The Community Development Block Grants/Entitlement Grants Loan funds a number of programs to make decent housing available and affordable to low- and moderate-income families, and to help low- and moderate-income residents maintain their property. The Home Investment Partnerships Program Loan provides loans to housing developers to acquire, rehab or construct housing for low and moderate income households.

Program Title	Federal CFDA Number	Amount
Community Development Block Grants/Entitlement Grants	14.218	\$1,844,287
Home Investment Partnerships Program	14.239	\$4,964,924

The notes receivable balances are not subject to continuing OMB Uniform Guidance compliance requirements.

NOTE 6– LOANS PAYABLE OUTSTANDING

The City of Evanston has the following loans payable outstanding as of December 31, 2019. These loans are from The Capitalization Grants for Drinking Water and Clean Water State Revolving Funds. Projects funded were the sewer lining at Emerson and Davis streets, rehab of large diameter sewers and rehab of the Cleveland street sewer.

**CITY OF EVANSTON, ILLINOIS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019**

NOTE 6– LOANS PAYABLE OUTSTANDING - Continued

Program Title	Federal CFDA Number	Amount
Capitalization Grants for Drinking Water State Revolving Funds	66.468	\$849,329
Capitalization Grants for Clean Water State Revolving Funds	66.458	\$861,697

The loan payable balances are not subject to continuing OMB Uniform Guidance compliance requirements.

NOTE 7 – NONCASH ASSISTANCE

Of the federal expenditures presented in the schedule of expenditures of federal awards, the City of Evanston did not receive any noncash assistance during the year ended December 31, 2019.

NOTE 8 – FEDERAL INSURANCE

The City of Evanston had no federal insurance for the year ended December 31, 2019.

NOTE 9 – INDIRECT COST RATE

The City of Evanston has not elected to use the 10% de minimis indirect cost rate.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

The Honorable Stephen H. Hagerty, Mayor and
Members of the City Council
Evanston, Illinois

Report on Compliance for Each Major Federal Program

We have audited the City of Evanston, Illinois (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal programs for the year ended December 31, 2019. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulation* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2019.

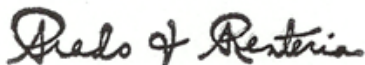
Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Chicago, Illinois
September 11, 2020

**CITY OF EVANSTON, ILLINOIS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2019**

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

- 1) Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: **Unmodified**
- 2) Internal control over financial reporting:
- Material weakness(es) identified? _____ Yes X No
 - Significant deficiency(ies) identified? _____ Yes X None reported
- 3) Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

- 1) Internal control over major federal programs:
- Material weakness(es) identified? _____ Yes X No
 - Significant deficiency(ies) identified? _____ Yes X None reported
- 2) Type of auditors’ report issued on compliance for major federal programs: **Unmodified**
- 3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ Yes X No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
14.218	Community Development Block Grants/Entitlement Grants

Dollar threshold used to distinguish between type A and type B Programs: _____ \$750,000

Auditee qualified as low risk auditee? _____ Yes X No

**CITY OF EVANSTON, ILLINOIS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2019**

SECTION II – FINANCIAL STATEMENT FINDINGS

No matters were reported.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

No matters were reported.

SECTION IV – PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Edgar Cano, Public Services Bureau Chief
CC: David Stoneback, Public Works Agency Director
Subject: Approval of a Contract Extension with Morton Salt Company for the purchase of Rock Salt for the 2020/21 winter season
Date: September 29, 2020

Recommended Action:

Staff recommends City Council authorize the City Manager to execute a one-year contract extension for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago IL) at a cost of \$59.87 per ton, for a winter season (2020/21) estimated total cost of \$449,025.00.

Funding Source:

Funding for this purchase will be provided from the MFT Snow and Ice Control Fund (Account 200.40.5100.65015). Staff will request a FY2021 budget allocation of \$625,000.00 for the purchase of the estimated 7,500 tons of salt needed and other deicing agents.

Council Action:

For Action

Summary:

In June of 2019, staff solicited bids for the purchase of rock salt. The contract is for a one-year period, with the right to negotiate and extend the contract for up to two additional, one-year periods. This would be the first contract extension. It should be noted that his year's price per ton of \$59.87 is \$20 (25%) less than last year's \$79.87 price.

The bid specification includes a flexible quantity requirement that allows the City to either increase or decrease the actual delivered quantity by 30% of the estimated quantity. A flexible quantity clause for rock salt is a best industry practice that ensures municipalities can purchase what they need based on the winter season's weather condition. This clause requires the City to purchase up to 70% of our order (5,250 tons) and gives us the right to purchase up to 130% of our order (up to 9,750 tons). Last year/season the City purchased approximately 4,025 tons of salt. The City currently has 3,500 tons of salt in storage from last

year. In order to be prepared for continuous, frequent snow falls, staff attempts to keep the salt dome full at all times. Staff therefore anticipates the need to purchase 500 tons for the remainder of 2020.

Staff will request a budget allocation of \$625,000.00 for salt/chemical purchases in the FY2021 budget.

History:

The quantity of salt used in any given winter is dependent on both temperatures and precipitation. The table below provides a summary of salt purchase price and utilization over the past several years.

Winter Season	Price per Ton	Tons Purchased
2020/2021	\$59.87	7,500(anticipated)
2019/2020	\$79.87	4,024
2018/2019	\$64.21	8,329
2017/2018	\$47.35	7,040
2016/2017	\$51.21	5,100
2015/2016	\$69.71	6,000
2014/2015	\$84.58	7,500
2013/2014	\$60.61	8,332

City Staff recommends awarding a contract extension to Morton Salt, the lowest successful bidder. Morton has successfully provided the City of Evanston with Salt in the past and has shown to be a reliable and professional vendor

Legislative History:

Council approved the award to purchase salt from Morton Salt Company (bid #19-43) on September 9, 2019.

Attachments:

[Morton salt 2020](#)



MORTON SALT

AUGUST 31, 2020

City of Evanston
2100 Ridge, Suite 4200
Evanston, Illinois 60201


SUBJECT: Renewal for 2020-2021 Rock Salt Purchase

Morton Salt is pleased to offer a renewal to the City of Evanston for the upcoming season. The offered price will be \$59.87 per ton for 7500 tons

All prices quoted herein are subject to acceptance within 30 days and shall be deemed automatically to have been withdrawn if, by the end of that period, no award has been made.

Please sign below and return either by fax 312-896-9208 or email bids@mortonsalt.com.

We sincerely appreciate the opportunity to offer this renewal and trust that you will permit us to serve your requirements.


Anthony T. Patton
Director, U.S. Gov't Bulk Deicing Sales & Marketing

Acceptance:


Print Name


Signature 9/1/2020
Date

444 West Lake Street, Suite 3000
Chicago, IL 60606

MORTON SALT, INC.
A K+S GROUP COMPANY



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sat Nagar, Senior Project Manager
CC: David Stoneback, Public Works Agency Director; Lara Biggs, Bureau Chief - Capital Planning/City Engineer; Stefanie Levine, Senior Project Manager
Subject: Approval of Change Order No. 2 with Alfred Benesch & Company for engineering services for the 30-Inch Diameter Transmission Main Rehabilitation Project (RFP 17-06)
Date: September 29, 2020

Recommended Action:

Staff recommends City Council authorize the City Manager to execute Change Order No. 2 to the engineering services contract with Alfred Benesch & Company (205 North Michigan Avenue, Suite 2400, Chicago, IL) for the 30-inch diameter transmission main rehabilitation project (RFP 17-06) in the amount of \$19,960. This will increase the overall contract amount from \$405,844.54 to \$425,804.54.

Funding Source:

Funding will be provided from the Water Fund (Account 513.71.7330.62145 - 417006), which has an FY 2020 budget of \$175,000 for this project, all of which is remaining. Staff is applying for a low-interest loan from the Illinois Environmental Protection Agency (IEPA) for this project. If the loan is received, most of the engineering costs would be considered eligible for reimbursement.

Council Action:

For Action

Summary:

This project was initially designed to rehabilitate the majority of 30-inch diameter transmission water main using the Cured In Place Pipe (CIPP) lining method. Because recent bid results for open cut construction of similar sized water main projects have been lower than expected, staff recommended that the design of the project be modified to allow the competitive bidding for CIPP lining or for open cut construction. On February 24, 2020, the City Council

approved Change Order No. 1 for the additional engineering services on this project to design the open-cut bid alternate.

Analysis:

In order to meet Illinois Clean Construction and Demolition Debris (CCDD) disposal requirements, additional soil borings are needed in the areas where open cut construction is now an option. Obtaining these soil samples now and providing the results in the bid documents will reduce uncertainty in soil disposal costs for the bidding contractors. This should result in more competitive bid pricing and reduce change orders on the construction contract.

An additional thirteen soil borings are needed. The cost proposal for the additional borings, laboratory analysis, and preparation of the CCDD certification forms to be provided by the consultant is \$19,960. No time extension is required for this change order. A summary of the project cost is as follows:

Item	Amount
Original Contract Amount (Awarded by City Council on 7/26/17)	\$305,890.54
Change Order No. 1	\$99,954.00
Change Order No. 2 (Under Consideration)	\$19,960.00
<i>Revised Total Contract Amount</i>	<i>\$425,804.54</i>

Legislative History:

On June 26, 2017, the City Council awarded the contract for engineering services to Alfred Benesch & Company.

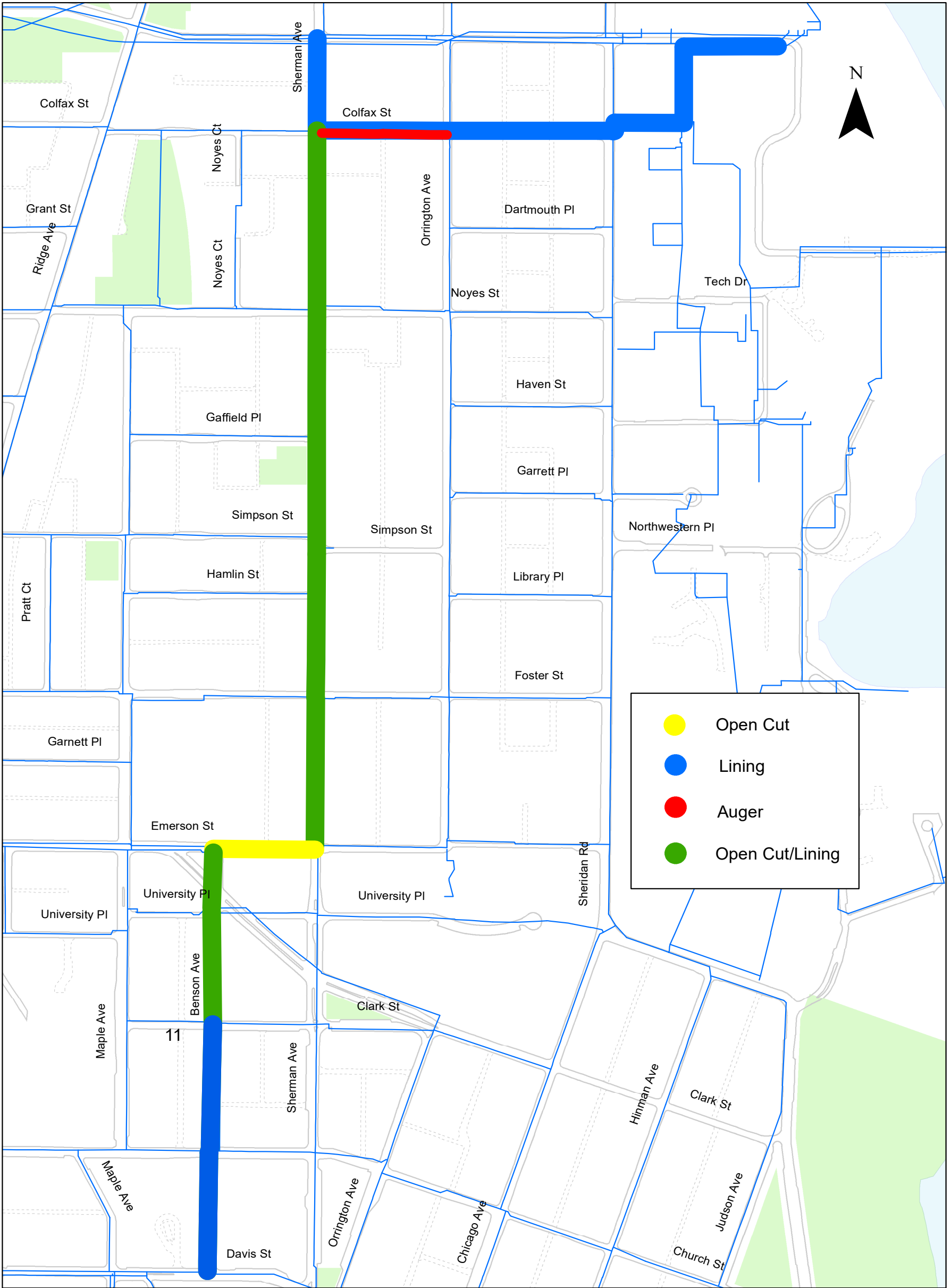
On February 24, 2020, the City Council approved Change Order No. 1.

Attachments:

[Project Location Map](#)

[Change Order No. 2 Form](#)

[Change Order No. 2 Cost Proposal](#)

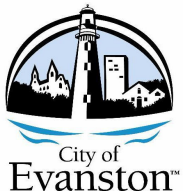


- Open Cut
- Lining
- Auger
- Open Cut/Lining

0 225 450 900 Feet

**Downtown Transmission Main Rehabilitation
Project Limits**

February 12, 2020



**CITY OF EVANSTON
CHANGE ORDER**

Order No. 2
Date: September 29, 2020
Agreement Date: June 26, 2017

PROJECT: 30-Inch Diameter Transmission Main Rehabilitation Project
OWNER: City of Evanston
CONSULTANT: Alfred Benesh & Company

The following changes are hereby made to the **AGREEMENT**:
Soil borings, analysis and classification are required for CCDD certification and disposal.

Original CONTRACT PRICE :	\$ 305,890.54
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ 405,844.54
Total change in CONTRACT PRICE for this CHANGE ORDER	\$ 19,960
The CONTRACT PRICE including this CHANGE ORDER will be	<u>\$ 405,844.54</u>
Original Date for Contract Completion	<u>N/A</u>
Time Extension (in calendar days)	<u> </u>
Modified Date for Contract Completion	<u>TBD</u>

Approved by (Owner): _____
City of Evanston Date

Accepted by (Contractor): _____
Contractor Date



Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497

September 14, 2020

Sat Nagar, P.E.
Senior Project Manager
Capital Planning & Engineering
City of Evanston Public Works Agency
Morton Civic Center
2100 Ridge Ave
Evanston, IL 60201

Subject: 30-inch Downtown Feeder Main Rehabilitation – Proposal for Supplemental Services

Dear Mr. Nagar:

Alfred Benesch & Company (Benesch) is pleased to resubmit the following supplement for work required for the 30-inch Downtown Feeder Main Rehabilitation. This is submitted as a follow-up to your request to include the geotechnical work and fees to provide the LPC 663 form, and calculations needed to quantify special waste that the contractor would have to dispose of at a non-CCDD landfill.

The attached documents provide support for the requested fees and expenses for the added scope of work, including the hours and multipliers for our fees and expenses.

If you have any questions, please contact me by email at wschmanski@benesch.com or call my cell phone at 630-247-4499.

We thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "William Schmanski".

William Schmanski, P.E.
Project Manager II



623 Cooper Court • Schaumburg, IL 60173

Tel: 630.994.2600 • Fax: 312.733.5612

Integrity | Quality | Reliability

August 8, 2020

Mr. William Schmanski, PE, CPESC
Project Manager
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601

**CCDD Certification LPC 662 and LPC 663
City of Evanston - 30-Inch Downtown Feeder Main Rehabilitation**

Dear Mr. Schmanski:

As per your request, GSG Consultants, Inc. (GSG) is submitting this proposal to prepare an update for the IEPA LPC 663 for Clean Construction and Demolition Debris (CCDD) disposal form for the above referenced project. Based on the age of the project over one year, the majority of the CCDD facilities require additional database review and laboratory analytical testing. Below is a brief description of GSG's services

1. Update Regulatory Database – GSG completed a regulatory database to determine the location of potentially impacted properties within the project corridor.
2. Prepare LPC 663 form – GSG will collect 13 soil samples and complete required analytical testing assuming the regulator database review does not reveal new Recognized Environmental Conditions (RECs) within the project corridor limit. If new potential sources are identified, additional sampling may be required. For the purpose of this proposal, we assumed no additional sources are present, and the 13 soil borings are sufficient for the CCDD certification. GSG will prepare the IEPA LPC form and required attachment based on the analytical data showing the locations of the CCDD materials.

BUDGET

Regulatory Database Review	\$ 700
Field Sampling and Analytical Testing	\$9,950
Prepare LPC 663 Form	<u>\$1,800</u>
Total Estimate	\$12,450

Should you have any questions or require additional information, please call us at 630-994-2610.

Sincerely,

Ala E Sassila, Ph.D., P.E.
Principal

City of Evanston
 Downtown 30" Feeder Main Rehabilitation
 Supplemental Services Engineering Fee
 Alfred Benesch & Company

Task/Activity	QA/QC		Field Survey				Civil						Maintenance of Traffic				CADD				Total for the Task				
			Sr. Surveyor		Survey Staff		Sr. Engineer		Project Engineer		Design Engineer		Sr. Engineer		Design Engineer		Sr. Tech		Tech						
	\$69.00		\$52.32		\$36.20		\$68.00		\$44.81		\$42.30		\$49.44		\$42.30		\$47.79		\$36.05		Hours	Labor Cost	Built-up Cost		
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost							
Data Collection and Field Investigation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Design	4	\$276	0	\$0	0	\$0	0	\$0	0	\$0	54	\$2,284	0	\$0	0	\$0	0	\$0	0	\$0	4	\$2,560	4	\$2,560	\$7,509
Incorporate CCDD findings into quantities	4	\$276	0	\$0	0	\$0	0	\$0	0	\$0	54	\$2,284	0	\$0	0	\$0	0	\$0	0	\$0	58	\$2,560	58	\$2,560	\$7,509
Total Direct Labor Cost=	4	\$276	0	\$0	0	\$0	0	\$0	0	\$0	54	\$2,284	0	\$0	0	\$0	0	\$0	0	\$0	58	\$2,560	58	\$2,560	\$7,509
Total Cost including Direct Labor, Overhead and Fixed Fee (2.9332 x DL) =																						\$7,509.58			
Sub-Consultant Fees																						\$12,450.00			
Reimbursable expenses (vehicles, printing and delivery) =																						\$0			
Total Fee =																						\$19,960			



Memorandum

To: Honorable Mayor and Members of the City Council
From: Brian George, Assistant City Attorney
Subject: Resolution 62-R-20, Creating a Provisional Moratorium on Tenant Eviction Notices Due to COVID-19 Impact
Date: September 29, 2020

Recommended Action:

Alderman Fleming recommends City Council adoption of Resolution 62-R-20, creating a provisional moratorium on tenant eviction notices due to COVID-19 impact.

Council Action:

For Action

Summary:

The COVID-19 outbreak has significantly impacted the economic health of Evanston residents, due to unemployment, reduced work hours, and lost income and wages. The Evanston City Council has extended the City's state of emergency due to the continued COVID-19 outbreak, which threatens to further harm the economic security of Evanston residents.

In March 2020, the Governor of Illinois issued an eviction moratorium, which establishes special rules for evictions based on nonpayment of rent. On September 1, 2020, the Center for Disease Control (CDC) issued a temporary eviction moratorium in order to prevent the further spread of COVID-19. Resolution 62-R-20 establishes a moratorium on tenant evictions due to nonpayment of rent due to a COVID-19 impact, unless certain rules and procedures are followed. A tenant receiving a notice of termination of tenancy due to nonpayment of rent may provide their landlord a Tenant Notice of COVID-19 Impact, generally explaining that the tenant has been financially impacted by the COVID-19 outbreak, affecting their ability to pay rent. If the tenant provides such a notice, the parties shall make a reasonable good faith effort to reach a mutually satisfactory agreement for repayment of unpaid rent. The resolution provides a timeframe for this negotiation period and possible terms and conditions of any such repayment agreement.

Attachments:

[62-R-20 Creating A Provisional Moratorium on Tenant Eviction Notices Due to COVID-19](#)

62-R-20

**A RESOLUTION
CREATING A PROVISIONAL MORATORIUM ON TENANT EVICTION NOTICES
DUE TO COVID-19 IMPACT**

WHEREAS, the City of Evanston, Cook County, Illinois (“City”), is a home rule unit of government and, pursuant to the provisions of Section 6(a) of Article VII of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency concerning the Novel Coronavirus Disease (“COVID-19”) outbreak; and

WHEREAS, on March 9, 2020, the Governor of Illinois issued a disaster proclamation for the State of Illinois concerning the COVID-19 outbreak; and

WHEREAS, on March 15, 2020, the Mayor declared a state of emergency due to the COVID-19 outbreak pursuant to Section 9-9-3 of the City Code; and

WHEREAS, the Evanston City Council has extended the state of emergency multiple times due to the persistence of the COVID-19 outbreak; and

WHEREAS, COVID-19 has resulted in significant economic impact, including loss of income and wages, that threatens to undermine the financial security of many City of Evanston residents; and

WHEREAS, in March 2020, the Governor of Illinois issued a disaster proclamation and eviction moratorium, during which special rules apply to evictions based upon nonpayment of rent; and

WHEREAS, the enforcement of eviction orders in the City of Evanston is contrary to the interest of preserving public health and ensuring that individuals remain in their homes during this public health emergency; and

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

SECTION 1: For purposes of this Resolution, the following definitions apply:

“Circuit court” means the Circuit Court of Cook County.

“City” means the City of Evanston.

“City Council” means the City Council of the City of Evanston.

“Code” means the City Code of the City of Evanston

“Covered dwelling unit” has the meaning ascribed to that term in subsection (b) of Section 2 of this Resolution.

“COVID-19” means the coronavirus disease 2019.

“COVID-19 Impact” means any loss, reduction or delay in receipt of income, or loss or reduction of employment attributable in whole or in part to COVID-19.

“Days” means calendar days.

“Dwelling unit” has the meaning ascribed to that term in Section 5-3-2 of the Code.

“Executive Order” means Executive Order 2020-10 (COVID-19 Executive Order No. 8) issued on March 20, 2020, and Executive Order 2020-30 (COVID-19 Executive Order No. 28) issued on April 23, 2020, by the Governor of the State of Illinois and any extension, amendment, supplement, reissuance or addition thereto.

“General Administrative Order” means General Administrative Order 2020-01 initially issued on March 23, 2020 and amended on April 13, 2020 and amended again on May 28, 2020 by Chief Judge Timothy Evans and any extension, amendment, supplement, reissuance or addition thereto.

~2~

“Good faith” means honesty in fact and conduct involving timely and reasonable acts that avoid taking unfair advantage.

“Landlord” has the meaning ascribed to that term in Section 5-3-2 of the Code.

“Moratorium” means the moratorium established pursuant to Section 2(a) of this Resolution.

“Rent” has the meaning ascribed to that term in Section 5-3-2 of the Code.

“Rental agreement” has the meaning ascribed to that term in Section 5-3-2 of the Code.

“Tenant” has the meaning ascribed to that term in Section 5-3-2 of the Code.

“Tenant Notice of COVID-19 Impact” means any digital, electronic or other written communication, together with any supporting documents, from the tenant to the tenant’s landlord that reasonably informs such landlord that the tenant is experiencing a COVID-19 Impact.

“Unpaid rent” means the amount of rent that the tenant is legally required to pay to the landlord but does not pay due to a COVID-19 Impact experienced by the tenant during the moratorium. A COVID-19 Impact shall not extend to any unpaid rent balance that existed before the moratorium.

SECTION 2: A moratorium and the following conditions are hereby established in the City of Evanston:

(a) A moratorium is hereby imposed on the issuance in the City of any notice of termination of tenancy for failure to pay rent due to a COVID-19 Impact by any landlord to any tenant who resides in a covered dwelling unit, except in conformity with this Resolution. Except as otherwise provided in Subsection 3(g) of this Resolution, such moratorium shall remain in effect until 60 days after the Executive Order or General Administrative Order or any federal eviction moratorium, whichever extends furthest, expires.

(b) Subject only to the exclusions set forth in Subsection 2(c) herein, this Resolution applies to every rental agreement for a dwelling unit located within the City, regardless of where the agreement is made, including dwelling units subject to rental agreements operated under subsidy programs of agencies of the United States or the State of Illinois, to the extent that this Resolution is not preempted and does not directly conflict with statutory or regulatory provisions governing those programs (collectively “covered dwelling units”). This Resolution shall be liberally construed and applied to promote its purpose and policies.

(c) This Resolution shall not apply to and shall specifically exclude: (1) any hotel or inn that has a contract with the City, County, State or Federal Government to provide shelter and accommodations to persons who are in need of premises in order to abide by an Executive Order, self-isolate, or recover from any exposure or potential exposure to COVID-19, or who are otherwise experiencing a COVID-19 Impact. The City Council expressly finds that residents of hotels and inns and the owners thereof do not have a landlord-tenant relationship, and, as such, are not subject to this Resolution.

SECTION 3: Except as otherwise provided in subsection (g) of this Section 3, and notwithstanding any other Code provision to the contrary, the following processes shall apply during the moratorium to any notice of termination of tenancy for failure to pay rent:

(a) If, during the moratorium, all or any portion of a tenant’s rent is not paid when such rent is due, the landlord may issue to the tenant a written notice of termination of tenancy for failure to pay rent informing the tenant that the landlord intends to terminate the tenant’s rental agreement if the outstanding rent is not paid within ten (10) days, or, in the case of owner occupied dwelling units containing two (2) or fewer dwelling units, within forty-eight (48) hours, after receipt of such notice of termination of tenancy. Such termination of tenancy for failure to pay rent shall be accompanied by a written statement provided by the landlord to

the tenant informing the tenant that such tenant has ten (10) days, or, in the case of owner occupied dwelling units containing two (2) or fewer dwelling units, forty-eight (48) hours, to provide the landlord with a Tenant Notice of COVID-19 Impact. The Community Development Department shall post on its website an example of the form that such written statement may take. Provided, however, that if, at any time prior to or during this ten (10) day or forty-eight (48) hour period, the landlord receives from the tenant a Tenant Notice of COVID-19 Impact, the landlord shall wait an additional seven (7) days ("negotiation period") after expiration of the ten (10) day or forty-eight (48) hour period in the notice of termination before filing either an eviction action against the tenant or maintaining an action for rent and/or damages without terminating the rental agreement.

(b) During the additional seven (7) day negotiation period specified in Subsection 3(a), the landlord shall make reasonable attempts to contact, and engage in good faith negotiations with, the tenant to reach a mutually satisfactory agreement for repayment of the unpaid rent. In engaging in good faith negotiations, no landlord shall request from a tenant information regarding retirement accounts, assets, or personal property. The terms and conditions of any such agreement may include an offer by the landlord to: (1) accept a repayment plan that amortizes each missing rent payment over not less than 60 days; (2) submit the matter to mediation or to binding arbitration; (3) apply the tenant's security deposit and/or interest on the security deposit toward the unpaid rent to reduce the amount of the rent owed; (4) provide the tenant with an opportunity to move out of the dwelling unit, in a reasonable time that takes into account any delays caused by COVID-19 to either party or to the rental market, in exchange for a complete or partial waiver of any unpaid back rent; or (5) enter into a lawful agreement containing other mutually acceptable terms and conditions to otherwise compensate the landlord for the unpaid rent. Any such agreement shall be written in plain language and shall clearly describe its material terms, including, in the case of a repayment plan, the applicable payment amounts, interest rates, and payment due dates. A landlord shall

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not reject an agreement for the repayment of unpaid rent because such repayment relies on a third-party funding source, such as public rental assistance funds.

(c) If the seven (7) day negotiation period applies and the landlord files an action in Circuit Court to evict the tenant for unpaid rent, with or without a claim for unpaid rent and/or damages, and the landlord received from the tenant a timely Tenant Notice of COVID-19 Impact, such landlord must plead that the landlord made reasonable attempts to contact the tenant and engage in good faith negotiations with the tenant to reach a mutually satisfactory agreement pertaining to the unpaid rent. Proof of good faith negotiations by the landlord with the tenant may include affidavits, written notices and communications, and other contemporaneous documentation.

(d) The tenant may raise as an affirmative defense to an eviction action filed by a landlord during the moratorium that: (1) the tenant did experience a COVID-19 Impact that materially or substantially affected his or her ability to pay rent; (2) the tenant did file with the landlord a timely Notice of COVID-19 Impact; and (3) the landlord failed to make reasonable attempts to contact the tenant or to engage in good faith negotiations with the tenant to reach a mutually satisfactory agreement pertaining to the unpaid rent in violation of subsections (a), (b) and (c) of Section 3. Nothing in this subsection (d) shall be construed to limit any other affirmative defense in law or in equity that the tenant is entitled to raise.

(e) No landlord shall require any tenant to execute a non-disclosure agreement as part of any agreement resolving or otherwise pertaining to unpaid rent. Further, no landlord shall require any tenant to execute an agreement waiving any other right related to the condition or habitability of the premises.

(f) No repayment plan shall include an interest rate that is charged by the landlord on unpaid rent that exceeds the rate on security deposits pursuant to Section 5-3-5-1 of the Code. No repayment plan shall include any late fee, charge, cost or other penalty on any

unpaid monthly rent in excess of \$10.00 per month for the first \$500.00 in unpaid monthly rent, plus five percent (5%) per month for any amount in excess of \$500.00 in unpaid monthly rent.

(g) If pursuant to Section 3(b)(3) of this Resolution, the landlord offers to apply the tenant's security deposit or any interest on such security deposit toward the unpaid rent, and the tenant accepts that offer, as evidenced by a mutually satisfactory agreement to such effect as required under Section 3(b) of this Resolution, such tenant shall be deemed by operation of law to have waived any claims arising under Section 5-3-5-1 of the Code against the landlord for such security deposit or interest on the security deposit, to the extent that the landlord credited the security deposit and any accrued interest on the security deposit toward payment of the unpaid rent. Such waiver of claims against the landlord shall apply during and after the moratorium imposed upon this Resolution.

(h) If a landlord commenced an eviction action prior to the effective date of this Resolution, the pleading requirements in Section 3(c) shall not apply, and the landlord may defeat the affirmative defense provided for in Section 3(d) by demonstrating that, on or after the effective date of this Resolution, the landlord met the requirements in Section 3(b) of this Resolution.

SECTION FOUR: Construction of this Resolution shall be as follows:

(a) Nothing in this Resolution shall prevent any landlord during that moratorium from offering or entering into a repayment plan with a tenant for unpaid rent that contains terms and conditions more favorable to the tenant than those provided for in this Resolution.

(b) Nothing in this Resolution shall prohibit any landlord during the moratorium from issuing a notice of termination of tenancy for failure to pay rent to, or from pursuing any other remedy in law or in equity against, any tenant who is in violation of their rental agreement for failure to pay rent, under circumstances where the tenant: (1) has not

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provided the landlord with a Tenant Notice of COVID-19 Impact in accordance with Section 3(a) of this Resolution; or (2) has not experienced a COVID-19 Impact.

(c) Nothing in this Resolution shall prohibit any landlord during the moratorium from issuing a notice of termination of tenancy to a tenant in cases involving material noncompliance with a rental agreement by the tenant, other than failure to pay rent due to a COVID-19 impact.

(d) Except as otherwise provided for in this Resolution, nothing in this Resolution shall relieve any tenant from the obligation to pay rent or from complying with the terms of their rental agreement or any applicable repayment plan or other agreements or laws pertaining to the tenancy.

SECTION FIVE: If any provision, clause, sentence, paragraph, section or part of this Resolution, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of the Resolution.

SECTION SIX: This Resolution 62-R-20 will be in full force and effect from and after the date of its passage and approval in the manner provided by law and shall be retroactive to March 21, 2020.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2020



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Lawrence C. Hemingway, Director of Parks, Recreation, & Community Services
CC: Karen Hawk, Assistant Director Parks, Recreation and Community Services
Subject: Resolution 75-R-20 Contract with Hoffman House Catering for Senior Meal Programs
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Resolution 75-R-20 authorizing the City Manager to execute a new contract between the City of Evanston and Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2020 through September 30, 2021 in the not-to-exceed amount of \$4.93 per lunch. Total meal program contract value is projected at \$40,121.00.

Funding Source:

Funding is provided by various line items in Levy Center (100.30.3055) and Fleetwood Jourdain Center (100.30.3040) business units.

Council Action:

For Action

Summary:

This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City's estimated reimbursement is calculated using the highest daily participation level stated in our application.

Age Options issued a bid to provide meals at all suburban Cook County sites in the program in 2015. Meal providers were invited to respond to the bids and provide food costs; the type of meals provided and background information on their company. The selection came after extensive collaboration between Age Options and City staff that included reviewing caterer proposals, hosting caterer visits at our sites, tasting food at the tasting receptions and participating in multiple phone calls.

The selected caterer was Hoffman House and the price per meal is \$4.54 per congregate meal and \$4.93 per deli bar meal. The deli bar is offered only on Tuesdays and Thursdays at Levy Center. This renewal is from the 2015 bid process with Hoffman House as the selected caterer.

Attachments:

[75-R-20 Authorizing Contract with Hoffman House](#)
[Hoffman House FY21 contract](#)

9/14/2020

75-R-20

A RESOLUTION

**Authorizing the City Manager to Execute an Agreement
With Hoffman House Catering for Senior Meal Food Programs at the
Levy Center and Fleetwood-Jourdain Community Center**

WHEREAS, the City of Evanston has made it a priority to focus on providing for a comfortable and high standard of living for seniors through activities and events; and

WHEREAS, the Parks, Recreation and Community Services Department strives to provide activities and opportunities to seniors; and

WHEREAS, AgeOptions, the regional coordinator of federal funds, will reimburse the City through a grant for meals provided to seniors; and

WHEREAS, AgeOptions issued bids to provide meals at all suburban Cook County sites, and the selected caterer Hoffman House Catering; and

WHEREAS, for the period of October 1, 2020 through September 30, 2021, Hoffman House Catering will provide lunch meals to seniors at the Levy Senior Center and Fleetwood-Jourdain Community Center at a cost not-to-exceed \$4.93 per meal;

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

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

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

SECTION 3: That this Resolution 75-R-20 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Stephen H. Hagerty, Mayor

Approved as to form:

Kelley A. Gandurski, Corporation Counsel

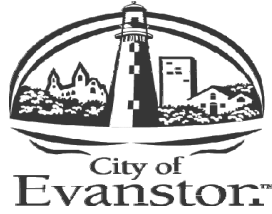
Attest:

Devon Reid, City Clerk

Adopted: _____, 2020

EXHIBIT A

Contract with Hoffman House Catering



AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 (the "City") and Smigo Management Group Inc., an Illinois Corporation, doing business as Hoffman House Catering with offices located at 1530 Hubbard Ave. Ste. D Batavia, Illinois 60510 ("Vendor"). The City and Vendor shall be collectively referred to herein as the "Parties." This Agreement constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives and the Effective Date shall be the date that the City executes the Agreement ("Effective Date").

VENDOR
(Vendor Name) Hoffman House Catering Group Smigo Management Group Inc.

CITY OF EVANSTON
(Procuring Department Name) Parks, Recreation Community Services

Signature _____

Official Signature _____

Printed Name Jim Smigo

Printed Name Erika Storlie

Title Manager / Owner Date _____

Title City Manager Date _____

Address 1530 Hubbard Ave Ste D, Batavia, IL 60510

Designee Signature _____

Printed Name Lawrence Hemingway

Phone (630) 406-0330 Fax _____

Title Director Parks, Recreation and Community Services

jwshhhcatering@sbcglobal.net

Address 2100 Ridge, Evanston IL 60201

CITY USE ONLY NOT PART OF CONTRACTUAL PROVISIONS

PBC# _____ Project Title _____

Contract # _____ Procurement Method (IFB, RFP, Small, etc): _____

Ref. # _____ Publication Date: _____ Award Code: _____

Subcontractor Utilization Yes No Subcontractor Disclosure Yes No

Funding Source _____ Obligation # _____

Approval:

Signature _____ Printed Name _____ Date _____

Phone _____ E-mail _____

1. TERM AND TERMINATION

1.1 TERM OF THIS AGREEMENT: This Agreement has an initial term of October 1, 2020 through September 30, 2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

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

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

This Agreement will become null and void upon evidence by a dietician/nutritionist, or local health department that Caterer's operations are not sanitary and/or that meal preparation is not done in a manner that assures adherence to generally accepted health, safety, and/or sanitary standards associated with the preparation of meals.

1.3 TERMINATION FOR CONVENIENCE: The City may, for its convenience and with sixty (60) days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.

2. DELIVERY OF PROGRAM MEALS:

Deliveries will be made to Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, Monday – Friday at 10:00am, no earlier than one-half (1/2) hour prior (9:30 am) and no later than one-half hour (1/2) after (10:30 am).

Deliveries will be made to Fleetwood-Jourdain Community Center located at 1655 Foster, Evanston, IL, Wednesdays at 10:00 am, no earlier than one-half (1/2) hour prior (9:30 am) and no later than one-half hour (1/2) after (10:30am).

Hot food must be delivered hot (at or higher than 135 degrees Fahrenheit.) and cold food must be delivered cold (at or below 41 degrees Fahrenheit) as required by the Illinois Department on Aging and AgeOptions. IDoA guidance during the COVID-19 pandemic prohibits congregate meals. Until further notice,

The City reserves the right to increase or decrease the number of sites, times and days of deliveries upon ten (10) consecutive days' notice to the Vendor.

2.1 CONDITION OF THE FOOD DELIVERED BY VENDOR:

If the food or milk delivered is not to temperature, the Vendor agrees to redeliver prior to City serving time. If this delivery is not made, Vendor agrees to two times the cost of the meals in question as a credit to the City's bill.

Milk and/or other food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served, will not be passed for payment unless promptly exchanged prior to serving meal by the Vendor (See Attachment A). If the Vendor does not react to the above mentioned notification, milk and/or food supply will be disposed of without responsibility to the Agency. Milk carriers used to deliver cartons of milk should be sufficient size and strength to hold the contents properly without crushing when handled in a normal manner. Milk and juice will be delivered in eight (8) ounce serving cartons.

At least fifty (50) of meals and no more than twenty-five percent (25%) of meals shall be of a modified menu diet. All meals will be low sodium and fat controlled. The modified (therapeutic) meals will be appropriate for diabetics.

2.2 OTHER CONDITIONS FOR VENDOR:

Provide disposables e.g.; napkins; straws; salt, pepper, sugar, substitutes; and other condiments as appropriate to the meal.

Must deliver hot foods at one hundred-forty (140) degrees Fahrenheit or higher and cold foods at or below forty-one (41) degrees Fahrenheit as required by the Illinois Department on Aging and AgeOptions. All food delivery carriers must maintain the proper temperature for the required time the food is in the carrier. Food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served will not be paid for by the City of Evanston unless the Vendor promptly exchanges the food prior to serving time.

Make recipes available upon request to any authorized representative of the the City, AgeOptions, or the FederalGovernment.

Arrange with the Site Supervisor a schedule of special menus and shall specify additional costs.

Provide refrigeration or warming units contingent upon necessity.

Be in compliance with all local, state, and federal requirements governing food sanitation.

Invoice monthly meals delivered attaching signed delivery slips.

Provide in-service training and sanitation to Site Staff and Volunteers on as-needed basis.

Be in compliance with all local, state and federal requirements governing food sanitation.

Procure and post all licenses, etc. as required by law.

Vendor will utilize Nutrition Services Incentive Program funds (formerly known as USDA cash assistance), that are donated to the project, to purchase only U.S. grown/produced food. Vendor will keep accurate inventory records and submit to the City by the first of each month.

Caterer shall submit at least four times during the contract year, within 15 days after beginning a menu cycle, a food cost analysis of the cost required to prepare and deliver the meals according to menu specified in the contract.

A Caterer designate will be required to meet as needed with Nutrition Provider management staff.

Vendor will deliver the specified number of daily meals and supplies as ordered by the City of Evanston. The Vendor shall not require the City of Evanston to order a minimum number of meals for any serving day. City of Evanston reserves the right to change the number of meals as late as the day prior to the date of delivery. City of Evanston will not be held financially liable for order changes made within agreed timeframe.

Furnish needed food service training in sanitation, portion control, etc. to the Site Manager and volunteers.

Furnish reports as required to the City, AgeOptions officials, along with the Illinois Department on Aging, and the USDA Food Distribution Agency. Officials have the right to inspect food production sites, recipes and purchase orders.

Retain records for Audit purposes at least three (3) years.

Comply with Title VI and Title VII of the Civil Rights Act of 1964, in regard to employment practices and persons served.

2.3 Vendor Records:

Upon delivery, Vendor's representative shall present an order-receipt for food and/or supplies delivered to the City. Such receipts shall show the following details:

1. Date of delivery
2. Name of Site receiving delivery
3. Address of Site receiving delivery
4. Quantity delivered, with congregate and home delivered listed separately
5. Signature of authorized person receiving delivery (which should be entered by the receiver at the Site upon delivery)
6. Time of delivery
7. Signature of driver
8. An itemized list of all supplies delivered

The signed order receipts will be submitted with the Vendor's monthly billing to the City. Shortages or omissions will be noted by the Site Staff on the order receipts.

The Vendor shall submit invoices at least monthly to the City. The invoices shall indicate the total number of meals delivered and accepted during

Page 3

the period being billed with a backup listing of the Sites, total meals and total days on which deliveries were made during the billing period.

All invoices shall show a summary of service as follows:

- a). The daily number of meals ordered and delivered, as well as the total number of meals and the total cost for the period. A second copy of the invoice should be retained by the Vendor.
- b). Total credits or debits due should be billed from the total bill.
- c). If commodities are used, total credits or debits should be deducted from the total bill from each invoice.

The Vendor shall maintain the following records for the sponsor:

- a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus;
- b) Standardized recipes and yield from recipes;
- c) Processed product nutritional analysis;
- d) Dates of preparation of meals;
- e) Number of meals and locations where meals were delivered;
- f) Signed delivery slips;
- g) Nutritional content of individual food items and meals as delivered; and
- h) Food and bid specifications

2.4 REQUIRED MENU AND PLANNING APPROVAL PROCESS

Menus will be prepared on a cycle on one month and at least three cycle menus shall be used in one year. Menus will be prepared by Vendor's dietitian. Menus should be low in fat and cholesterol. Sodium should be used in moderation. Menus must be approved by the AgeOptions Dietitian at least four weeks in advance of service. Menu changes on approved menus must be submitted at least four weeks in advance, with the exception of emergency situations, which shall not exceed 25 per year.

To comply with AgeOptions' requirements, one additional carton of milk should be provided with each delivery for temperature purposes.

At Least Three Months Before Menu Cycle Starts – Vendor develops and writes cycle menus

At Least Two Months Before Menu Cycle Starts – Vendor meets with nutrition providers, individually or collectively, to review the cycle menu and multi month/planned calendar/roll-out menus, including special menus, holidays and holiday celebration menus

At Least Six Weeks Before Menu Cycle Starts – Vendor completes multi month/ planned/rollout menus for review by nutrition providers

At Least Six to Four Weeks Before Menu Cycle Starts – Cycle menu submitted to AgeOptions for certification/approval by AgeOptions Dietitian

At Least Six to Four Weeks Before Menu Cycle Starts – Multi month/planned/rollout menus with holiday menus and special celebrations submitted to AgeOptions for review by AgeOptions Dietitian

Within the Four Weeks Before Menu Cycle Starts – AgeOptions Dietitian evaluates menus and returns to caterer and nutrition provider with comments, suggested revisions or approval

Within the Four Weeks Before Menu Cycle Starts – If revisions are required, caterer sends revised menus sent back to AgeOptions Dietitian for certification and approval

First Day of Menu Cycle – Menus begin

Sample Timeline for Required Menu Planning and Approval Process for Vendor Contracts Starting in October

TASK	DUE DATE	RESPONSIBLE PERSON(S)
Develop and write cycle menus	July 1	Vendor
Vendor meets with nutrition providers, individually or collectively, to review the cycle menu and multi month/planned calendar/roll-out menus. Include special menus, holidays and holiday celebration menus.	By August 1	Vendor and Nutrition Providers
Complete multi month/ planned/rollout menus for review by nutrition providers	By August 15	Vendor
Submit cycle menu for certification/approval by AgeOptions Dietitian	August 15 - September 1 By September 1, at the latest	Vendor

Submit multi month/planned/rollout menus with holiday menus and special celebrations for review by AgeOptions Dietitian	August 15 - September 1 By September 1, at the latest	Vendor
Menus evaluated and returned to caterer and nutrition provider with comments, suggested revisions or approval	As soon as possible after September 1	AgeOptions Dietitian
Revised menus sent back to AgeOptions Dietitian, if revisions are required	Before October 1	Vendor
Menus begin	October 1	Vendor and Nutrition Provider

2.5 MENU SPECIFICATIONS REQUIREMENTS:
(See Attachment A)

Each meal provided through the nutrition program must comply with the most recent Dietary Guidelines for Americans, published by the United States Secretary of Health and Human Services and the Secretary of Agriculture; and provide each participant for the category including sixty-five (65) to seventy-five (75) year old women a minimum of thirty-three (33) one-third percent (1/3 %) of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Attachment A provides the current Nutrition Standards for menus written under the terms of this agreement.

Each meal shall meet the following minimum requirements:

- a. Meat or Meat Alternate - Three ounces (providing at least 19 g protein) of lean meat, poultry, fish or meat alternate should generally be provided for the lunch or supper meal. Meat serving weight is the edible portion, not including skin, bone, or coating. Protein/lean meat /meat alternate items containing textured vegetable protein and providing at least 19 g protein in a (3 oz) serving may be served. Except to meet cultural and religious preferences and for emergency meals, serving dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days should be avoided.
- b. Vegetables - A serving of vegetable (including cooked dried beans, peas and lentils) is generally ½ cup cooked or raw vegetable; or ¾ cup 100% vegetable juice, or 1-cup raw leafy vegetable. For pre-packed 100% vegetable juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available. Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving. At least one serving from each of the five vegetable subgroups must be included in a weekly menu. The five vegetable subgroups include dark green vegetables, orange vegetables, cooked dry beans and peas, starchy vegetables, and "other" vegetables.
- c. Fruits - A serving of a fruit is generally a medium apple, banana, orange, or pear; ½ cup chopped, cooked, or canned fruit; or ¾ cup 100% fruit juice. For pre-packed 100% fruit juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available. Fresh, frozen, or canned fruit will preferably be packed in juice, without sugar or light syrup.
- d. Grain, Bread or Bread Alternate - A serving of grain or bread is generally 1 slice (1 ounce), whole grain or enriched; ½ cup cooked whole grain or enriched pasta or grain product; or 1 ounce of ready-to-eat cereal. *Priority should be given to serving whole grains.* A variety of enriched and /or whole grain products, particularly those high in fiber, are recommended. Two serving's whole grain products must be served at least twice a week.
- e. Milk or Milk Alternates - One cup skim, low fat, whole, buttermilk, low-fat chocolate milk, or lactose-free milk fortified with Vitamins A and D should be used. Low fat or skim milk is recommended for the general population. Powdered dry milk or evaporated milk may not be served.

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

Not-to-exceed \$ 40,121.00

2.7 VENDOR / STAFF SPECIFICATIONS:

The Vendor shall be required to submit quarterly inspection reports of the food preparation sites in which all meals for the program are prepared.

2.8 ASSIGNMENT AND SUBCONTRACTING:

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

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

Will subcontractors be utilized? Yes XXXX No

2.8.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontracts within 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor's performance.

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

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

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

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

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

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

2.10 SCHEDULE OF WORK:

Starting October 1st, 2020 through September 30 2021, Caterer will deliver up to seventy-five (75) meals, five (5) days out of the week for a total of up to three hundred seventy five (375) meals per week at the Levy Senior Center and up to seventy-five (75) meals, one (1) day a week at the Fleetwood-Jourdain Community Center.

Starting October 2020 throughout the remaining contract, Caterer will deliver up to 75 meals each Monday, Tuesday, Wednesday, Thursday and Friday for Congregate dining at the Levy Senior Center and up to 75 meals on Wednesdays for Congregate dining at the Fleetwood-Jourdain Community Center with the exception of nine (9) holidays, to the City of Evanston Nutrition Program at 300 Dodge Ave., Evanston, IL 60202 and 1655 Foster St, Evanston, IL 60201. Changes in actual count will be given a week prior to the date of service when practical. During the COVID-19 pandemic and in accordance with Illinois Department on Aging (IDoA) guidance, meals will be packaged for pick-up by diners until further notice. Pick-up schedules may not be daily. Multiple individual meals may be packaged together, to accommodate the Nutrition Provider's pick-up schedule.

The holidays are as follows:
Thanksgiving Day and Friday following (November 28 and 28, 2019)
Christmas Eve (December 24, 2019)
Christmas Day (December 25, 2019)
New Year's Day (January 1, 2020)
Martin Luther King Day (January 20, 2020)
Memorial Day (May 25, 2020)
Independence Day (July 4, 2020)
Labor Day (September 7, 2020)

The Vendor assures the Agency of availability of personnel from the Vendor to staff the operations and provide supervisory staff in the preparation of food. In the event of a vehicle breakdown or other contingencies, the vendor must be able to dispatch replacement trucks to assure delivery of meals that may be stranded en route within one half (½) hour past regular serving time. Should the main preparation plant become inoperative, alternate sources of supply must be available.

2.11 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

2.12 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.12.1 Vendor shall immediately notify the City of any event that may have a material impact on Vendor's ability to perform the Agreement.

2.13 Availability of Funds

The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City's budget, subject to adjustments determined by the City and AgeOptions.

AgeOptions and the City have the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2020 to September 30, 2021. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

The City shall have the option to cancel this contract if the Federal government withdraws funds to support the Congregate Meal Program by giving the Vendor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the City shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

2.14 Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the City by telephone of the following; (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 40 (forty) minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the City. The City may cancel orders provided they give the Vendor at least 48 hours' notice.

Adjustments for emergency situations affecting the Vendor's ability to deliver meals, or City's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the City.

3. PRICING

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

- Hourly _____
- Monthly _____
- Annually _____
- Project _____
- Item (show unit of measure and rate) _____

3.2 TYPE OF PRICING: Pricing under this Agreement is

Firm _____ \$4.54 per congregate meal and \$4.93 per deli bar meal _____

Estimated _____

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

3.3 DISCOUNT: _____% discount for payment within _____ days of receipt of invoice

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

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

Send invoices via email to timcarter@cityofevanston.org and akellogg@cityofevanston.org

3.6 PAYMENT TERMS AND CONDITIONS:

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

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

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

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

3.7.5 The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City's budget, subject to adjustments determined by the City and AgeOptions. AgeOptions and the City shall have the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2020 to September 30, 2021. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

4. STANDARD BUSINESS TERMS AND CONDITIONS

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

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

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

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

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

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall presume all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor's control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the timeframe required by FOIA.

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

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

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Vendor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Vendor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.

If requested, Vendor shall give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Vendor, and insuring Vendor against claims which may arise out of or result from vendor's performance or failure to perform hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than two million dollars (\$2,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than two million dollars (\$2,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and
- d) Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least one million dollars (\$1,000,000).

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

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

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

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

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

4.12 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

4.13 BACKGROUND CHECK: Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

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

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

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

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

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

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

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

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

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

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

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

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

5. STANDARD CERTIFICATIONS

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

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

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

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

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

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

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

5.4 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the City or any other City, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

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

5.6 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the City.

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

5.8 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

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

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

5.11 Vendor certifies that if more favorable terms are granted by Vendor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms will be applicable under this Agreement.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited

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

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

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

Debarment from contracting with any governmental entity	Yes	No <input type="checkbox"/>
Professional licensure discipline	Yes	No <input type="checkbox"/>
Bankruptcies	Yes	No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes	No <input type="checkbox"/>
Criminal felony convictions	Yes	No <input type="checkbox"/>

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

7. SUPPLEMENTAL PROVISIONS

7.1 City Supplemental Provisions

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (820 ILCS 130/1 et seq.)
- M/W/EBE Subcontracting Requirements
- Other (describe)

7.2 Vendor Supplemental Provisions

- _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Name: _____

Business Name: _____

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> ECity or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification)
D = disregarded entity
C = corporation
P = partnership |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | |

Signature: _____

Date: _____



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kelley Gandurski, Corporation Counsel
CC: Fire Chief Brian Scott
Subject: Resolution 76-R-20: Amendment to Collective Bargaining Agreement with the International Association of Firefighters Local 742
Date: September 29, 2020

Recommended Action:

Staff recommends City Council approval of Resolution 76-R-20 to authorize the Interim City Manager to execute an amendment and side letters to the current collective bargaining agreement with the International Association of Firefighters (IAFF) Local 742 effective January 1, 2019 through December 31, 2022.

City Council approval will ratify Exhibit N - "Side Letter of Agreement 2019 - 2022 Contract Changes," Appendix O-"Side Letter of Agreement Maintenance of Service Levels," and Appendix P—"Side Letter of Agreement Layoffs" Copies of each are attached.

Council Action:

For Action

Summary:

Due to the COVID -19 pandemic and the ensuing budgetary concerns for the City of Evanston, the City and IAFF Local 742 have agreed to amend the collective bargaining agreement (CBA). **Below is a summary of terms which have been amended for this agreement:**

- In January 1, 2021 - 0% GWI (from original 2.25% GWI)
- In January 1, 2022 - 0% GWI (from original 2.25% GWI)
- GWI equity adjustment of 5% on 12/31/22
- Elimination of CBA Section 11.6, paragraph 2 - 24 hrs of straight time payment to employees Post Employment Health Plan (PEHP).
- Modifications to CBA Section 13.19 Maintenance of Service Levels
- Two new side letters to the CBA:
 - Appendix - O - No reduction in current operational deployment model for term of agreement.

- Appendix - P- No lay offs during term of agreement.

Attachments:

[76-R-20 IAFF Side Letters Amendment](#)
[Exhibit N, Appendix O and Appendix P](#)

76-R-20

A RESOLUTION

Authorizing the City Manager to Execute the Side Letters of Agreement to the 2019-2022 Collective Bargaining Agreement Between the City of Evanston and Evanston Firefighters Association IAFF Local 742

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

SECTION 1: The Collective Bargaining Agreement between the City of Evanston (“City”) and Evanston Firefighters Association IAFF Local 742 (“IAFF”) was executed by the Parties on or about April 8, 2019, and has effective dates from January 1, 2019 to December 31, 2022.

SECTION 2: Due to the COVID-19 pandemic and the ensuing budgetary concerns for the City of Evanston, the City and IAFF have agreed to amend the Collective Bargaining Agreement by adding Exhibit N—“Side Letter of Agreement 2019 - 2022 Contract Changes,” Appendix O—“Side Letter of Agreement Maintenance of Service Levels,” and Appendix P—“Side Letter of Agreement Layoffs.” True and correct copies of Exhibit N, Appendix O and Appendix P are attached hereto and incorporated herewith.

SECTION 3: The City Manager is hereby authorized and directed to execute Exhibit N—"Side Letter of Agreement 2019 - 2022 Contract Changes," Appendix O—"Side Letter of Agreement Maintenance of Service Levels," and Appendix P—"Side Letter of Agreement Layoffs" on behalf of the City of Evanston.

SECTION 4: Exhibit N, Appendix O, and Appendix P hereby amend the 2019-2022 Collective Bargaining Agreement and are incorporated therein.

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

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Adopted: _____, 2020

Approved as to Form:

Kelley A. Gandurski

**EXHIBIT N
SIDE LETTER OF AGREEMENT
2019 - 2022 CONTRACT CHANGES**

As an effort to ease the budget deficit faced by the City of Evanston due to the COVID-19 pandemic, the City of Evanston ("City") and IAFF Local 742 ("Union") have agreed to the following language changes to the 2019 - 2022 contract:

Section 9.1. Salary Schedules.

Salary schedules effective January 1, 2019 through December 31, 2022 for the classifications covered by this Agreement are as follows: an increase of 0% effective January 1, 2019; an increase of 1% effective December 31, 2019; an increase of 1.5% effective January 1, 2020; ~~an increase of 2.25% effective January 1, 2021; and an increase of 2.25% effective January 1, 2022~~ and an increase of 5% effective December 31, 2022; and are set forth in Appendix B attached hereto and made a part hereof.

[The salary schedules listed on pages 91-96 of the 2018-2022 contract are hereby removed in their entirety and replaced by the salary schedules below.]

Section 11.6. Post-Employment Health Plan.

~~Effective January 1, 2022, and continuing, the City shall add twenty-four (24) hours to every employee's (TBD) bank on or before the first paycheck in January of each year. These 24 hours will be redirected to each employee's PEHP account no later than the first paycheck in February of each year.~~

Section 13.19. Maintenance of Service Levels.

- c) The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal years 2012-2013, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.
- d) Daily staffing levels of twenty-six (26) bargaining unit personnel ensure the safety of employees and protection of the life and property of citizens because staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department's average response time.
- e) The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City's proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except the mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days

thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

- f) The Union agrees that during these discussion and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council's approval.
- g) ~~This side letter of agreement regarding (d) above shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2022, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not minimum manning is a mandatory subject to bargaining.~~

Approved:

CITY OF EVANSTON

Approved:

IAFF-Local 742

**Firefighter/Paramedic
Annual Salaries
Effective December 31, 2022
5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	24.126	\$62,477.63	\$1,249.55	\$2,499.11	\$63,102.41	\$64,351.96	\$64,976.74	\$66,226.29
F26	NHP	26.135	\$67,678.82	\$1,353.58	\$2,707.15	\$68,355.61	\$69,709.19	\$70,385.98	\$71,739.55
F26	A	27.343	\$70,807.97	\$1,416.16	\$2,832.32	\$71,516.05	\$72,932.21	\$73,640.29	\$75,056.45
F26	AP	29.620	\$76,702.67	\$1,534.05	\$3,068.11	\$77,469.70	\$79,003.75	\$79,770.78	\$81,304.83
F26	B	28.833	\$74,665.26	\$1,493.31	\$2,986.61	\$75,411.92	\$76,905.22	\$77,651.87	\$79,145.18
F26	BP	31.109	\$80,559.96	\$1,611.20	\$3,222.40	\$81,365.56	\$82,976.76	\$83,782.36	\$85,393.56
F26	C	31.685	\$82,051.53	\$1,641.03	\$3,282.06	\$82,872.04	\$84,513.07	\$85,333.59	\$86,974.62
F26	CP	33.961	\$87,946.22	\$1,758.92	\$3,517.85	\$88,825.69	\$90,584.61	\$91,464.07	\$93,223.00
F26	D	33.849	\$87,655.74	\$1,753.11	\$3,506.23	\$88,532.30	\$90,285.42	\$91,161.97	\$92,915.09
F26	DP	36.125	\$93,550.45	\$1,871.01	\$3,742.02	\$94,485.96	\$96,356.97	\$97,292.47	\$99,163.48
F26	E	34.706	\$89,875.55	\$1,797.51	\$3,595.02	\$90,774.31	\$92,571.82	\$93,470.57	\$95,268.09
F26	EP	36.983	\$95,770.25	\$1,915.40	\$3,830.81	\$96,727.95	\$98,643.35	\$99,601.06	\$101,516.46
F26	F	36.940	\$95,660.81	\$1,913.22	\$3,826.43	\$96,617.42	\$98,530.64	\$99,487.25	\$101,400.46
F26	FP	39.217	\$101,555.51	\$2,031.11	\$4,062.22	\$102,571.06	\$104,602.17	\$105,617.73	\$107,648.84
F26	G	37.952	\$98,280.52	\$1,965.61	\$3,931.22	\$99,263.33	\$101,228.94	\$102,211.74	\$104,177.35
F26	GP	40.228	\$104,175.23	\$2,083.50	\$4,167.01	\$105,216.98	\$107,300.48	\$108,342.24	\$110,425.74

DRAFT

**Captain
Annual Salaries
Effective December 31, 2022
5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	34.146	\$88,424.50	\$1,768.49	\$3,536.98	\$89,308.75	\$91,077.24	\$91,961.48	\$93,729.97
F31	AP	36.444	\$94,375.94	\$1,887.52	\$3,775.04	\$95,319.70	\$97,207.22	\$98,150.98	\$100,038.50
F31	B	35.097	\$90,886.14	\$1,817.72	\$3,635.45	\$91,795.01	\$93,612.73	\$94,521.59	\$96,339.31
F31	BP	37.395	\$96,837.58	\$1,936.75	\$3,873.50	\$97,805.96	\$99,742.71	\$100,711.09	\$102,647.84
F31	C	38.657	\$100,107.17	\$2,002.14	\$4,004.29	\$101,108.24	\$103,110.39	\$104,111.46	\$106,113.60
F31	CP	40.956	\$106,058.61	\$2,121.17	\$4,242.34	\$107,119.20	\$109,240.37	\$110,300.96	\$112,422.13
F31	D	39.906	\$103,340.27	\$2,066.81	\$4,133.61	\$104,373.67	\$106,440.48	\$107,473.88	\$109,540.69
F31	DP	42.204	\$109,291.71	\$2,185.83	\$4,371.67	\$110,384.63	\$112,570.46	\$113,663.38	\$115,849.21
F31	E	41.140	\$106,535.53	\$2,130.71	\$4,261.42	\$107,600.89	\$109,731.60	\$110,796.96	\$112,927.67
F31	EP	43.438	\$112,486.97	\$2,249.74	\$4,499.48	\$113,611.84	\$115,861.58	\$116,986.45	\$119,236.19
F31	F	43.367	\$112,303.23	\$2,246.06	\$4,492.13	\$113,426.26	\$115,672.33	\$116,795.36	\$119,041.42
F31	FP	45.665	\$118,254.67	\$2,365.09	\$4,730.19	\$119,437.21	\$121,802.31	\$122,984.85	\$125,349.95
F31	G	44.559	\$115,389.06	\$2,307.78	\$4,615.56	\$116,542.95	\$118,850.73	\$120,004.62	\$122,312.40
F31	GP	46.857	\$121,340.50	\$2,426.81	\$4,853.62	\$122,553.90	\$124,980.71	\$126,194.12	\$128,620.93

DRAFT

**Shift Chief
Annual Salaries
Effective December 31, 2022
5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	39.253	\$101,650.09	\$2,033.00	\$4,066.00	\$102,666.59	\$104,699.59	\$105,716.09	\$107,749.09
F39	AP	41.551	\$107,601.53	\$2,152.03	\$4,304.06	\$108,677.54	\$110,829.57	\$111,905.59	\$114,057.62
F39	B	40.317	\$104,404.91	\$2,088.10	\$4,176.20	\$105,448.96	\$107,537.05	\$108,581.10	\$110,669.20
F39	BP	42.615	\$110,356.35	\$2,207.13	\$4,414.25	\$111,459.91	\$113,667.04	\$114,770.60	\$116,977.73
F39	C	44.488	\$115,205.31	\$2,304.11	\$4,608.21	\$116,357.37	\$118,661.47	\$119,813.53	\$122,117.63
F39	CP	46.786	\$121,156.75	\$2,423.14	\$4,846.27	\$122,368.32	\$124,791.46	\$126,003.02	\$128,426.16
F39	D	45.878	\$118,805.90	\$2,376.12	\$4,752.24	\$119,993.96	\$122,370.08	\$123,558.14	\$125,934.26
F39	DP	48.176	\$124,757.34	\$2,495.15	\$4,990.29	\$126,004.92	\$128,500.06	\$129,747.64	\$132,242.78
F39	E	47.339	\$122,590.24	\$2,451.80	\$4,903.61	\$123,816.14	\$126,267.94	\$127,493.85	\$129,945.65
F39	EP	49.638	\$128,541.68	\$2,570.83	\$5,141.67	\$129,827.09	\$132,397.93	\$133,683.34	\$136,254.18
F39	F	49.879	\$129,165.88	\$2,583.32	\$5,166.64	\$130,457.54	\$133,040.86	\$134,332.51	\$136,915.83
F39	FP	52.177	\$135,117.32	\$2,702.35	\$5,404.69	\$136,468.49	\$139,170.84	\$140,522.01	\$143,224.36
F39	G	51.666	\$133,794.63	\$2,675.89	\$5,351.79	\$135,132.57	\$137,808.46	\$139,146.41	\$141,822.30
F39	GP	53.964	\$139,746.07	\$2,794.92	\$5,589.84	\$141,143.53	\$143,938.45	\$145,335.91	\$148,130.83

DRAFT

**APPENDIX O
SIDE LETTER OF AGREEMENT
MAINTENANCE OF SERVICE LEVELS**

The City shall maintain the daily staffing levels of 26 bargaining unit personnel designated in Section 13.19(d). The 26 bargaining unit personnel shall be utilized for five (5) engine companies of three (3) personnel each, two (2) truck companies of three (3) personnel each, two (2) ambulance companies of two personnel each, and one (1) Shift Chief in a command vehicle.

This side letter of agreement detailing the utilization of the 26 bargaining unit personnel shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2022, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement, including Section 13.19(d). The parties agree that the provisions within this side letter of agreement detailing the utilization of the 26 bargaining unit personnel and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Consistent with 5 ILCS 315/14(i), nothing herein shall constitute a waiver of either party's position as to whether or not equipment type or level is a permissive subject of bargaining.

Approved:

CITY OF EVANSTON

Approved:

IAFF-Local 742

**APPENDIX P
SIDE LETTER OF AGREEMENT
LAYOFFS**

On August 28, 2020, the City gave notices of layoff to FF/PMs Thomas Moon, Sean Seno, and Maxwell Quinnett to be effective September 18, 2020. These layoffs have been rescinded.

The City agrees not to layoff any IAFF members for the duration of the 2018-2022 contract.

Approved:

CITY OF EVANSTON

Approved:

IAFF-Local 742

DRAFT



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Lawrence C. Hemingway, Director of Parks, Recreation, & Community Services
CC: Kelley Gandurski
Subject: Resolution 77-R-20, Designating Harbert Park as Harbert Payne Park
Date: September 29, 2020

Recommended Action:

Staff recommend adoption of Resolution 77-R-20, designating Harbert Park as Harbert Payne Park

Funding Source:

Funding for new signage comes from the Capital Improvement Fund (Account 415.40.4120.65515.519001).

Council Action:

For Action

Summary:

In January of 2019, the City of Evanston was notified that it was awarded a \$320,000 grant from the Illinois Department of Natural resources for the renovation of Harbert Park. Alderman Braithwaite along with staff conducted a public meeting in March to discuss the grant award and what type of improvements would the community like to see with the park renovation. As part of the meeting, the idea of renaming the park after one of Evanston's community leaders was also discussed. There was favorable feedback for renaming the park, as well as, ensuring the legacy of the current honoree who the park is currently named after.

The park is currently named after Elizabeth Harbert. When Harbert came to Evanston in 1874, she helped found the Evanston Political Equality League and later served as president of the Illinois Woman's Suffrage Association. In the national movement, she was a close associate of both Elizabeth Cady Stanton and Susan B. Anthony, and a firm supporter of their approach which was to emphasize women's equal rights and status with men. In 1889, Harbert founded and served as the first president of one of Evanston's oldest organizations: The Woman's Club of Evanston. Though the Woman's Club never explicitly endorsed

women's suffrage, women could discuss various issues and form friendships with other women in the community. The Woman's Club of Evanston exists to this day.

Betty J. Payne was a long-time Evanston resident, neighborhood activist and organizer of the Canal Park Neighbors. She served as the Evanston Township Treasurer for two consecutive terms. Betty's love for animals inspired her to become a generous supporter of the Humane Society and philanthropist to many notable causes including creating and funding the Stanton Payne Westinghouse Vocational High School Scholarship Program. This program granted college scholarships to many deserving Westinghouse graduates, affording them the opportunity to further their education. Payne exhibited a tremendous sense of civic pride that inspired her to uplift and educate the youth, elderly and community as a whole in participating civically within local government.

The final decision from the community is to honor both of these tremendous women by renaming the park as "Harbert Payne Park".

Attachments:

[77-R-20 Designating Harbert Park as Harbert Payne Park](#)

77-R-20

A RESOLUTION

Designating Harbert Park as “Harbert Payne Park”

WHEREAS, Harbert Park’s name currently honors the late Elizabeth Boynton Harbert, an author and woman’s suffrage advocate, founder of the Women’s Club of Evanston; and

WHEREAS, Harbert Park lies along the Northshore Channel on the west, Dempster Street on the north, Main Street on the South and McDaniel Avenue on the east; and

WHEREAS, to the east of Harbert Park, is the western-most community of the City of Evanston where a majority of the population is African-American; and

WHEREAS, Betty J. Payne lived in this community for more than forty (40) years where she organized and led a neighborhood group named Canal Park Neighbors for thirty-four (34) years, and

WHEREAS, During that time, Betty held regular meetings for the neighbors to address their needs for services, such as street paving, policing, park renovation and upkeep, and alley paving; and

WHEREAS, Betty J. Payne also mobilized a neighborhood watch program entitled “noise neighbors” adorned with t-shirts and banners leading them in marches in the Evanston 4th of July Parade and in the Canal Park neighborhood to heighten the vigilance of the community against crime and disruptive activities; and

WHEREAS Betty J. Payne engaged disruptive youth in the community directly by leading a contingency of neighbors to visit them at home and helping them

find constructive paths to their development away from alcohol, drugs and other criminal activities; and

WHEREAS As a result of Betty's leadership, Betty created a safe, stable and innovative area for residents; and

WHEREAS, Betty J. Payne continued her dedication to the City of Evanston by serving as the Evanston Township's Treasurer for two consecutive terms; and

WHEREAS, Betty's love for animals inspired her to become a generous supporter of the Humane Society and philanthropist to many notable causes including creating and funding the Stanton Payne Westinghouse Vocational High School Scholarship Program. This program granted college scholarships to many deserving Westinghouse graduates, affording them the opportunity to further their education; and

WHEREAS, Betty J. Payne was motivated by a sense of civic pride and a desire to empower her community,

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

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

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the City Council hereby expresses appreciation for Betty J. Payne by designating Harbert Park as "Harbert Payne Park."

SECTION 3: This Resolution 77-R-20 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.

~2~

Stephen H. Hagerty, Mayor

Approved as to form:

Attest:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2020



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Christopher Venatta, Senior Project Manager
CC: David Stoneback, Public Works Agency Director; Lara Biggs, City Engineer
Subject: Resolution 78-R-20, Authorizing the City Manager to Sign a Local Assurance Document and Submit an Application for Grant Funds from the Illinois Transportation Enhancement Program for the Main Street Improvements Project
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Resolution 78-R-20 Authorizing the City Manager to Sign a Local Assurance Document and Submit an Application for Grant Funds from the Illinois Transportation Enhancement Program for the Main Street Improvements Project.

Funding Source:

The Illinois Transportation Enhancement Program (ITEP) will fund 80 percent of eligible construction costs up to \$2,000,000. The total estimated cost for the Main Street Improvements Project is \$5,490,000. Therefore, the City will seek the max \$2,000,000 in funding for the grant. The City's share of the remaining project costs will total \$3,490,000. A detailed summary is included in the memo below.

Council Action:

For Action

Summary:

The ITEP program is a federally funded program administered by the Illinois Department of Transportation (IDOT). The maximum grant amount for any one project is \$2 million. It pays for 80 percent of the eligible construction activities and requires a 20% local match. The type of projects eligible for this funding include pedestrian and bike related improvements, streetscape enhancements, traffic signal modernization, and safety improvements that will increase the travel choices for the community residents. Staff believes this project is a good fit with the Illinois Transportation Enhancement Program because it improves access to

public transit, addresses pedestrian deficiencies, and will make improvements to a significant commercial business district (providing a secondary economic development benefit).

Staff is proposing to request grant funding in the amount of \$2 million for the sidewalk / streetscape improvements as well as the traffic signal modernization at the Main Street / Sherman Avenue intersection.

The overall project will also include work that will need to be locally funded such as roadway rehabilitation and drainage improvements.

This portion of work could be funded from several different sources, including the Capital Improvement Fund, Chicago – Main TIF fund, and other grant sources.

The project plans are currently under development and completion is expected in early 2021. There have been two Public Meetings and multiple Advisory Committee meetings for this project including Aldermen, Main Dempster Mile representatives, Park School, and other stakeholders.

Detailed Funding Summary

Fiscal Year	Fund - Budget Description	Anticipated Budget
2021	2021 GO Bonds – Construction Engineering	\$140,000*
2021	TIF – Construction Engineering	\$430,000*
2022	Invest in Cook Grant (Received)	\$500,000
2022	MWRD Green Infrastructure Grant (Applied)	\$322,500
2022	ITEP Grant (Intent to Apply)	\$2,000,000
2022	TIF – Grant Match and Ineligible Items	\$2,097,500
	Total Project Budget	\$5,490,000

*Included in Draft 2021 Capital Improvements Program

Attachments:

[78-R-20 Application for Grant from IDOT for Main Street Project](#)

78-R-20

A RESOLUTION

**Authorizing the City Manager to Sign a Local Assurance Document
and Submit an Application for Grant Funds from the Illinois
Transportation Enhancement Program for the Main Street
Improvements Project**

WHEREAS, the Illinois Transportation Enhancement Program (“ITEP”) is a Federally-financed program, operated by the Illinois Department of Transportation (“IDOT”) in partnership with other state agencies, local governments, interest groups, and citizens, designed to enhance the transportation system and encourage more livable communities; and

WHEREAS, ITEP funding can be requested for pedestrian and/or bicycle facilities that facilitate transportation and are included in a local, regional or statewide plan; and

WHEREAS, the Illinois Transportation Enhancement Program operates on an eighty percent (80%) Federal funding and twenty percent (20%) non-Federal match for preliminary engineering, utility relocations, construction engineering, and construction costs; and

WHEREAS, the City seeks to submit an ITEP application for the Main Street Improvements Project from Maple Avenue to Hinman Avenue, hereinafter collectively referred to as the “Project”; and

WHEREAS, the City of Evanston wishes to avail themselves of funds from the ITEP program for the Project; and

WHEREAS, the City of Evanston has available the funds to finance the twenty percent (20%) non-Federal match and the financial capability to maintain and manage the completed project in a safe and attractive manner for the public use; and

WHEREAS, as part of its proposal, the City must sign and submit a Local Assurance document indicating its willingness and ability to perform the Project;

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

SECTION 1: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, the Local Assurance document, attached hereto as Exhibit A and incorporated herein by reference, for the ITEP application for the Project.

SECTION 2: The City Manager is hereby authorized and directed to negotiate and additional conditions of the application as may be determined to be in the best interest of the City.

SECTION 3: This Resolution 78-R-20 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2020



**This page must be signed by a representative of the local sponsoring agency
in order for the project to be considered for funding.**

The project sponsor certifies that it is willing and able to manage, maintain, and operate the project as a highway authority eligible to receive federal funding. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project. The sponsor authorizes the nomination of the transportation enhancement project, including all assurances contained therein. The sponsor authorizes the person identified below as the official project representative to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section I of the ITEP Guidelines Manual) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name: _____
Please print

Title: _____
Please print

Signature: _____ **Date:** _____

Name of Sponsoring Agency: _____



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Lawrence C. Hemingway, Director of Parks, Recreation, & Community Services
Subject: Resolution 79-R-20, Designating the Portion of Dodge Avenue between Church Street and Lake Street with the Honorary Street Name Sign, "Black Lives Matter Way"
Date: September 29, 2020

Recommended Action:

The Parks, Recreation and Community Services Board recommend adoption of Resolution 79-R-20, designating the portion of Dodge Avenue between Church Street and Lake Street with the Honorary Street Name Sign, "Black Lives Matter Way"

Funding Source:

Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is \$200. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations' materials fund (Account 100.40.4520.65115) which has a fiscal year 2020 budget of \$58,000 and a year to date balance of \$15,000.

Council Action:

For Action

Summary:

The Honorary Street Name Sign program was established in 1996 to allow citizens the opportunity to honor individuals or groups that have contributed greatly to the City of Evanston through cultural, historic, or humanitarian acts. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. The request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long.

Legislative History:

On September 17, 2020, the Parks, Recreation and Community Services Board reviewed the honorary street name sign application submitted by ETHS Basketball Coach Mike Ellis and Alderman Peter Braithwaite, honoring the Black Lives Matter Movement and recommends City Council's approval.

Attachments:

[Resolution 79-R-20](#)

[Honorary Street Name Sign for Black Lives Matter Way](#)

79-R-20

A RESOLUTION

**Designating that Portion of Dodge Avenue
Between Lake Street and Church Street with the
Honorary Street Name Sign, “Black Lives Matter Way”**

WHEREAS, the Black Lives Matter Movement is a humanitarian cause that seeks to redress injustices that affect Black lives; and

WHEREAS, Black Lives Matter has challenged Evanstonians to explore past and present injustices that affect Black lives and the future of Black lives; and

WHEREAS, Black Lives Matter is a collaborative and collective endeavor amongst Evanstonians; and

WHEREAS, the mission of Black Lives Matter seeks “to eradicate white supremacy and build local power to intervene in violence inflicted on Black communities by the state and vigilantes”; and

WHEREAS, the residents of the City of Evanston continue to advocate against police brutality and systemic racism in the City through protests, rallies, marches and events in support of Black Lives Matter; and

WHEREAS, the Black Lives Matter Movement is uniquely shaping the City of Evanston as residents are engaging in unprecedented conversations about race, including the City’s youth population; and

WHEREAS, Dodge Avenue between Lake Street and Church Street is home to Evanston Township High School, a school that has a long standing history of

dedication to racial equality implementing racial equity programming to close the racial achievement gap; and

WHEREAS, anyone who resides, works or visits Evanston is likely to pass through Dodge Avenue and may be reminded that Black Lives Matter; and

WHEREAS, the City of Evanston stands in support of the Black Lives Matter Movement,

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

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

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the City Council hereby expresses appreciation for the Black Lives Matter Movement by designating that portion of Dodge Avenue between Lake Street and Church Street "Black Lives Matter Way."

SECTION 3: This Resolution 79-R-20 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2020

September 14, 2020

Parks, Recreation and Community Services Board
2100 Ridge Avenue
Evanston, Illinois 60201

Dear Parks, Recreation and Community Services Board,

On behalf of the Evanston Township High School Boys Basketball program, current and former ETHS faculty and staff, please accept this City of Evanston Honorary Street Name Application for the installment of a permanent street sign, "Black Lives Matter Way" to be posted at the three Dodge St intersections of: Church St, Davis St and Lake St. I have also attached accompanying documents of endorsements for this honorary section of Dodge St.

In addition to these documents, I would like to reference the specific article in the New Yorker, which inspired our Boys Basketball team to bring this project to the streets of our Evanston community, *Project That Lead to Black Lives Matter Murals Coast to Coast*: <https://www.newyorker.com/news/news-desk/the-secret-project-that-led-to-black-lives-matter-murals-coast-to-coast>.

The street mural painting in Washington D.C. led to their commission of an honorary street sign of "Blake Lives Matter Plaza", commemorating the message in permanent fashion: <https://wjla.com/news/local/dc-black-lives-matter-plaza-street-sign>.

Lastly, I would like to share photographs from the day of the event and the lasting impact our Dodge St. "Black Lives Matter Way" message would send, long after the weathering elements of the street mural, fade the paint away: https://drive.google.com/drive/folders/1W-0cuaeavvfl-lvSNILLBjrwIZ_J0yiLZ?usp=sharing.

I thank you in advance for your consideration of installing the "Black Lives Matter Way" Honorary Street sign at the Dodge St. intersections of Church, Davis and Lake streets, along the full block of Evanston Township High School. Please let me know if you require additional, or follow up information.

Sincerely,
Mike Ellis

Attachments:

BLMW Honorary Street Name Application
ETHS Superintendent, Eric Witherspoon's original endorsement and approval to recognize 1600 Dodge Ave's on-going support for the Black Lives Matter cause
ETHS School Board Members original endorsement and approvals
Public Art Committee letter of congratulations

F.A.A.M Letter of Support
Robert Reese Letter of Support
Dodge St. and Lake St. residents petition endorsing "Black Lives Matter Way" honorary street sign

Cc:
Eric Witherspoon, Evanston Twp. High School District 150 Superintendent
Marcus Campbell, Evanston Twp. High School District 150 Assistant Superintendent/Principal
Chris Livatino, Evanston Twp. High School District 150 Athletic Director

Mike Ellis
P.E. Driver Ed & Wellness / Boys Basketball Head Coach
Evanston Township High School
1600 Dodge Ave.
Evanston, IL 60201
ellism@eths.k12.il.us
Ph: 847.424.7398



Parks, Recreation and Community Services Department
2100 Ridge Avenue
Evanston, Illinois 60201
T 847.448.4311
TTY 847.448.8064
www.cityofevanston.org

City of Evanston Honorary Street Name Sign Application Form

PURPOSE OF PROGRAM: The Honorary Street Name Sign program was established to allow citizens the opportunity to honor people who have contributed greatly to the City of Evanston through cultural, historic, or humanitarian acts. Request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. Final approval is granted by the Evanston City Council.

PLEASE FILL OUT THE APPLICATION BELOW:

NAME OF HONOREE: BLACK LIVES MATTER
(Submitted by ETHS BOYS BASKETBALL)
(as it would appear on the street sign)

PROPER STREET NAME: BLACK LIVES MATTER WAY

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

Church & Dodge St. to Lake & Dodge St. _____

PLEASE CHECK ALL THAT APPLY, AND GIVE A BRIEF EXPLANATION FOR EACH OF THE APPLICABLE CRITERIA. A STREET CAN BE NAMED FOR AN INDIVIDUAL, OR GROUP/DESIGNATION.

___CULTURAL IMPACT TO CITY:

Through advocacy, activism and protests, we along with other Evanstonians, have brought attention and awareness to the disparate treatment of Black Evanstonians and Blacks in the nation. To underscore the impact of our collective actions on the Evanston community, we are seeking to rename the block starting at Church St. & Dodge Ave. and ending at Lake St & Dodge Ave **Black Lives Matter Way**. While the murals, news coverage, and yard signs will eventually fade, the renaming of the street would constantly and consistently remind Evanstonians to strive for continuous improvement in order to one day achieve a just and equitable City.

___ HISTORICAL IMPACT TO CITY:

Recent incidents have shown that many have forgotten that Black lives matter. The Black Lives Matter Movement has challenged Evanstonians to explore and grapple not only with past and present injustices that have affected Black lives but also the future status of Black lives. This collaborative and collective endeavor amongst Evanstonians and those in other cities is a once-in-a-generation moment. We, therefore, seek a permanent commemoration to show continued solidarity, resolve, and to honor the Movement.

___HUMANITARIAN EFFORTS:

The Black Lives Matter Movement is a humanitarian cause that seeks redress for a humanitarian crisis against Black people. In accordance with its mission, Black Lives Matter seeks “to eradicate white supremacy and build local power to intervene in violence inflicted on Black communities by the state and vigilantes.”

___CLOSE ASSOCIATION WITH EVANSTON:

Evanstonians have continued to advocate against police brutality and systemic racism in the City through protests, rallies, marches, and events. Organizations that have supported or taken part in these Black Lives Matter demonstrations include Evanston Fight for Black Lives, Chessmen Club of the Northshore, Evanston Northshore Branch NAACP, the Evanston Township High School boys' basketball team, Black Evanston Men, and many others. __

___ DISTINGUISHED CAREER BROUGHT TO THE CITY: _____

_____The Black Lives Matter movement is uniquely shaping the City of Evanston. Residents are not only engaging in unprecedented conversations about race, but are becoming socially and politically active. One of the most engaged groups of residents in the BLM is Evanston's youths. The youths have lent broader social support for the Movement than any other group in Evanston.

___ GEOGRAPHICAL RELATIONSHIP OF STREET TO FOCUS OF INTEREST

The portion of Dodge Avenue between Church and Lake Street is one of the most known in the City. Located on this block is Evanston Township High School (ETHS), which has implemented racial equity programming to close the racial achievement gap. The school has continually reinforced Black Lives Matter even before recent events that sparked an awakening of white residents.

No one who resides, works, or visits Evanston can escape Dodge Avenue. Renaming this portion of Dodge Avenue would remind all who may walk and drive through our streets that Black Lives Matters.

___ A LIVING INDIVIDUAL (EXCLUSIVE OF CITY OF EVANSTON STAFF)

Signature of Applicant: _____ Date: _____
(Aldersperson)

Applicant's Address: _____ Phone _____

Email: _____

Signature of Applicant: Mike Ellis _____
Date: 07/22/20

Applicant's Address: Mike Ellis, ETHS Boys Basketball, 1600 Dodge Ave, Evanston, IL 60201

Phone: 847.424.7398

Email: ellism@eths.k12.il.us

Submit completed form to:
City of Evanston
Parks, Recreation and Community Services Department
2100 Ridge Ave., Evanston, IL 60201
Fax: 847-448-8051
pbelcher@cityofevanston.org



EVANSTON WILDKITS MEN'S BASKETBALL | Head Coach Mike Ellis

Evanston Township High School | 1600 Dodge Avenue | Evanston, Illinois 60201

847.424.7398

847.492.5806

EvanstonWildkitsBasketball

ETHShoops

Wildkit10

EVANSTON

September 10, 2020

Dear Dodge St residents,

In partnership with the Evanston Boys Basketball team and 2nd Ward Alderman Peter Braithwaite, countless hours of preparation and 14 hours on July 3, 2020, was devoted to painting the mural "BLACK LIVES MATTER" in solid yellow letters on Dodge St. in front of Evanston Township High School.

In following the lead Washington D.C. set as a city, we initiated a project to participate in raising awareness for the state of affairs throughout the country in terms of racial injustice and institutional racism against black citizens. With the mural vandalized before the paint dried, and with the weather elements fading away the message, we seek your support in erecting permanent City of Evanston honorary street signs between Lake St. and Church St on Dodge Ave, that would designate this as "Black Lives Matter Way".

Street Address	Printed Full Name	Signature
1804 Lake St	Robert Henry	<i>Robert Henry</i>
1861 Lake St	FAT STYZEN	<i>FAT STYZEN</i>
1803 LAKE ST	LEONARD ENGLISH	<i>Leonard English</i>
1721 Lake St	Jennifer Francis	<i>Jennifer Francis</i>
1815 Lake St	Chanda Perkins	<i>Chanda Perkins</i>
1571 Dodge Ave	Julie Rogers	<i>Julie Rogers</i>
1571 Dodge	Alwaake Rogers	<i>Alwaake Rogers</i>
1577 Dodge Ave	Ana Soto	Ana Soto
1563 Dodge Ave	Johany Mackeel	<i>Johany Mackeel</i>
1811 DAVIS ST	LILLIAN MIKE	<i>Lillian Mike</i>
1611 DODGE	MELODY RAMMEL	<i>M.G. Rammel</i>

1617 DODGE	ETETU NEGA	ETETU NEGA
1812 LAKE ST.	SHARON CORTES	SHARON CORTES
1810 LAKE ST.	Charles Walker	Charles Walker
1806 LAKE ST	C. GEORGEHMAN	C. GEORGEHMAN
1809 LAKE ST	A. Loden	A. Loden
1820 Ashland	Stephanie Mitchell	Stephanie Mitchell
1820 Ashland	Devante Gaddy	Devante Gaddy
1312 Fowler	Demone Hill	Demone Hill
1827 Laurel	Dale Verner	Dale Verner
1567 Dodge Ave	Jeffery	Jeffery
1621 DODGE	JOSE F. HERRERA	JOSE F. HERRERA
618 Callan	Graciela Mounoz	Graciela Mounoz
1618 DARROW	CARIA ROJAS	CARIA ROJAS
1606 Darrow	Teri Warburton	Teri Warburton
1606 Darrow	Kenrick Warburton	Kenrick Warburton
1606 Darrow	Paula Gayle	Paula GAYLE.
1606 Darrow Ave	Fayana Gayle	Fayana Gayle

Sincerely,

Mike Ellis

Coach Ellis

ETHS players: Elijah Bull, Jaylin Gibson, Isaiah Holden, and Blake Peters



September 11, 2020

To whom it may concern:

My name is Willie J Miller, Jr. I am the president of FAAM, The Fellowship of Afro-American Men. FAAM is pleased to support and endorse the honorary street name sign application of Mike Ellis and ETHS boys basketball to name the area between Church and Dodge Street and Lake and Dodge Street as "Black Lives Matter Way."

Sincerely,

A handwritten signature in cursive script that reads "Willie J. Miller, Jr." The signature is written in black ink and is positioned to the left of the typed name.

Willie J. Miller, Jr.

President

FAAM

Thursday, September 10, 2020 at 14:15:36 Central Daylight Time

Subject: Re: BLM Crossing

Date: Tuesday, June 30, 2020 at 11:11:53 AM Central Daylight Time

From: Savage-Williams, Pat

To: Parsons, Monique, Judah Laude

CC: Peter Braithwaite, Ellis, Michael, Witherspoon, Eric, Erika Storlie, Robin Rue Simmons, Paulina Martínez, ebull@eths202.org, jkgibson@eths202.org, iaholden@eths202.org, rbpeters@eths202.org, Mayne, Necus, Meo, Rudolph

I am also in full support of this very visible and powerful display!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Parsons, Monique" <parsonsm@eths.k12.il.us>

Date: 6/30/20 9:38 AM (GMT-06:00)

To: Judah Laude <judahlaude@gmail.com>

Cc: Peter Braithwaite <pbraithwaite@cityofevanston.org>, "Ellis, Michael" <ellism@eths.k12.il.us>, "Savage-Williams, Pat" <savagep@eths.k12.il.us>, "Witherspoon, Eric" <witherspoone@eths.k12.il.us>, Erika Storlie <estorlie@cityofevanston.org>, Robin Rue Simmons <rsimmons@cityofevanston.org>, Paulina Martínez <pmartinez@cityofevanston.org>, ebull@eths202.org, jkgibson@eths202.org, iaholden@eths202.org, rbpeters@eths202.org, "Mayne, Necus" <maynen@eths.k12.il.us>, "Meo, Rudolph" <meor@eths.k12.il.us>
Subject: Re: BLM Crossing

Good morning,

Our Supt., and Athletic Director informed us of our students desire to create this very powerful visual affirmation in their community. I too, fully support our student athletes and our coaches.

Monique Parsons

Sent from my iPhone

On Jun 30, 2020, at 9:21 AM, Judah Laude <judahlaude@gmail.com> wrote:

Good Morning All -

Thanks for communicating Ald. Braithwaite. I am also in full support of our student athletes, coaches, and residents.

Jude Laudé
District 202 Board

On Jun 29, 2020, at 10:46 PM, Peter Braithwaite <pbraithwaite@cityofevanston.org>

Page 1 of 8

Thursday, September 10, 2020 at 14:16:54 Central Daylight Time

Subject: RE: Dodge St. BLM

Date: Tuesday, June 23, 2020 at 1:38:15 PM Central Daylight Time

From: Witherspoon, Eric

To: Livatino, Christopher D., Campbell, Marcus A., Ellis, Michael

WOW. I am thrilled to see this idea and to see that this is going to happen. A big thank you goes to Coach Ellis, Elijah, Jaylin, Isaiah, Blake and all our other players who are leading this effort. Having this painted on Dodge Ave. will be hugely meaningful now and for years to come. Believe me, I am filled with pride in our coach and players.

#BlackLivesMatter

It's a great day to be a Wildkit.

Eric Witherspoon, Ph.D.
Superintendent
Evanston Township High School District 202
1600 Dodge Ave.
Evanston, IL 60201-3449

(847) 424-7220
witherspoone@eths.k12.il.us

From: Livatino, Christopher D.

Sent: Tuesday, June 23, 2020 1:03 PM

To: Witherspoon, Eric <witherspoone@eths.k12.il.us>; Campbell, Marcus A. <campbellm@eths.k12.il.us>

Subject: FW: Dodge St. BLM

I just wanted to share with you what Coach Ellis and the boys basketball program has been working on with Robin Rue Simmons. They are hoping to paint "BLACK LIVES MATTER" in giant letters on Dodge Avenue on the 4th of July. Read from the bottom up for details. Please let me know if you have any thoughts or questions.

Go KITS!!!

We will Fight for You!

Chris Livatino
Athletic Director
Evanston Township High School

From: Robin Rue Simmons <rsimmons@cityofevanston.org>

Sent: Tuesday, June 23, 2020 12:55 PM

To: Ellis, Michael <ellism@eths.k12.il.us>

Cc: arhoward@cityofevanston.org; ebull@eths202.org; jkgibson@eths202.org; iaholden@eths202.org; rbpeters@eths202.org; Livatino, Christopher D. <livatinoc@eths.k12.il.us>; Paulina Martínez <pmartinez@cityofevanston.org>

Subject: Re: Dodge St. BLM

Page 1 of 6

Monday, September 14, 2020 at 08:15:02 Central Daylight Time

Subject: Support for Black Lives Matter Way
Date: Sunday, September 13, 2020 at 10:09:32 PM Central Daylight Time
From: reecer@ameritech.net
To: Ellis, Michael
CC: Bob Reece
Attachments: image002.jpg

Coach Ellis, thank you for the opportunity to support this meaningful and powerful endeavor in the Honorary Naming of Dodge Avenue from Lake Street to Church Street.

Having attended Dewey, Nichols, and a graduate of Evanston Township High School and as a long time community supporter of Evanston and its Community organizations including but not limited to the following: FAAM Basketball Coach for 40 years, Cherry Scholarship, Chessmen, McGaw YMCA (first African American Chair of the Board), Evanston Community Foundation, and as an Evanston business owner, this Honorary Naming will be impactful for the community.

I enthusiastically endorse and support the Honorary naming of Dodge Avenue to ***Black Lives Matter Way***.

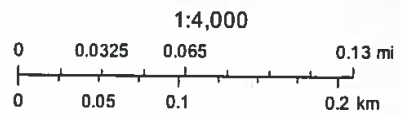
Robert Reece
ETHS Distinguished Alumni 2018

ROBERT REECE ROBERT REECE INSURANCE & FINANCIAL SERVICES
1603 Orrington Ave., Ste. 500, Evanston, IL 60201
(847) 424-1065 | Mobile (847) 612-7767
Fax (773) 572-2797
reecer@ameritech.net

Black Lives Matter Way



September 14, 2020





Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kelley Gandurski, Corporation Counsel
Subject: Ordinance 55-O-20, Amending the Amusement Tax
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Ordinance 55-O-20 amending the Amusement Tax to include online streaming services and to clarify that the tax applies to media that is capable of being streamed to mobile devices.

Funding Source:

Amusement Tax revenue is deposited to the City's General Fund.

Council Action:

For Introduction

Summary:

On June 8, 2020, Ordinance 55-O-20 passed Evanston's City Council amending the City's Amusement Tax Ordinance. The Amusement Tax Ordinance as amended provided, in part, a tax for streaming certain media to electronic devices. The Amended Ordinance provided that the tax shall occur on certain media capable to be streamed to mobile devices. This left open a loophole of sorts for providers who stream media to more than one source (other than mobile devices) to claim that the tax does not apply to them. The intent of the Amended Ordinance was to tax Amusement Patrons who are charged separately for streaming media. This does not apply to cable providers who allow their subscribers to stream cable stations to an application, unless their customers are separately charged for the streaming.

Attachments:

[Ordinance 55-O-20 Amusement Tax Amendment](#)

5/05/2020
8/27/2020

55-O-20

AN ORDINANCE

Amending City Code 3-2-17, "Amusement Tax," to Include Online Streaming Services and to Increase the Amusement Tax on Venues with Capacity Over 1500 Audience Members

WHEREAS, the City of Evanston, Cook County, Illinois, ("City") is a home rule unit of government and, pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to Article VII, Section 6(a) and Section 6(i) of the Illinois Constitution in conjunction with 65 ILCS 5/11-42-5 of the Illinois Municipal Code, the City is authorized to impose a tax upon amusements; and

WHEREAS, the City now desires to impose a tax upon the amusement of video streaming, audio streaming and online games delivered within the City ("Streaming Tax"); and

WHEREAS, the Illinois Mobile Telecommunications Sourcing Conformity Act ("MTSCA"), 35 ILCS 638/1 et seq.,

regulates the taxation of mobile telecommunication services;
and

WHEREAS, the City in accordance with the MTSCA regulates the taxation of mobile telecommunications services within the City; and

WHEREAS, the City's Streaming Tax will provide much needed revenue to promote the general health, safety, and welfare of the City and its residents within the City; and

WHEREAS, the Mayor and City Council of the City hereby believe that it is in the best interest of the City and its residents to impose said Streaming Tax.

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

SECTION 1: Title 3, Chapter 2, Section 17, "Amusement Tax," of the Evanston City Code of 2012, as amended, is hereby amended to read as follows:

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

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

(A) Governmental agencies;

(B) Religious societies or organizations;

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

(D) Venues with a capacity under one hundred (100) audience members.

(B) A tax of seven percent (7%) on the admission fee or charge is imposed upon every amusement patron for the privilege of admission to any amusement in the City with a capacity over one thousand five hundred and one (1501) audience members.

(C) In the case of amusements that are delivered electronically to mobile devices, as in the case of video streaming, audio streaming and online games, the rules set forth in the Illinois Mobile Telecommunications Sourcing Conformity Act, 35 ILCS 638, as amended, may be utilized for the purpose of determining which customers and charges are subject to the tax imposed by this Chapter.

3-2-17-2. - DEFINITIONS.

For purposes of this [Section 3-2-17](#), the following terms, phrases, and words shall have the meanings given to them in this Section:

<p><i>ADMISSION FEE</i> <i>or CHARGE.</i></p>	<p>Any fee or charge made or received for admission to any <u>Amusement, including amounts paid for the right to access an Amusement</u>, whether or not represented by a ticket or admission stub or receipt of any kind. An admission fee or charge includes, but is not limited to, all fees or charges for seats, chairs, tables, benches, space to stand or sit, special seating area, tent, structure, booth, or similar accommodations made as <u>aforescribed</u> for which there is a fee or charge.</p>
---	---

<i>AMUSEMENT.</i>	Any event, exhibition, performance, presentation, or show for amusement purposes which is exhibited or staged in the City, including, but not limited to, the following:
	(A) Any comedic, theatrical, dramatic, musical, opera, or spectator performance (except athletic contests) or production, or similar live or recorded amusement;
	(B) Any show, motion picture show, antique or flower show, speech or lecture;
	(C) Any exhibition of art or handicrafts or products;
	(D) Any poultry or animal show, animal act, circus, or rodeo;
	(E) Any paid television programming, whether transmitted by wire, cable, fiber optics, laser, microwave, radio, satellite or similar means;
	(F) Any video streaming, audio streaming or <u>remotely-accessed online games made available to patrons on a rental or subscription basis, but not transactions where the Amusement Patron pays for the rights of permanent use;</u>

<p><i>AMUSEMENT</i></p> <p><i>PATRON.</i></p>	<p>(A) Any person admitted to any amusement in the City for which an admission fee or charge is imposed;</p>
	<p>(B) Any person who purchases or otherwise acquires a ticket or pass of any kind from a place other than the location where such ticket or pass is purchased or acquired for admission to any amusement within the City;</p>
	<p><u>(C) Any person with a billing address in the city of Evanston who purchases the right to access an Amusement as defined in section (F) of the definition of Amusement in this Code.</u></p>
<p><i>OWNER.</i></p>	<p>(A) With respect to the owner of a place where amusement is being held, any person with an ownership or leasehold interest in a building, structure, vehicle, boat, area or other place who presents, conducts or operates an amusement in such place or who allows, by agreement or otherwise, another person to present, conduct or operate amusement in such place;</p>
	<p>(B) With respect to the owner of an amusement, any person which has an ownership or lease-hold interest in such amusement or any person who has a proprietary interest in the amusement so as to <u>entitle</u> such person to all or a portion of the proceeds from the operation, conduct or presentation of such amusement, excluding proceeds from nonamusement services and from sales of tangible personal property.</p>

	(C) With respect to the owner of an amusement, any person operating a community antenna television system or wireless cable television system, or any person receiving consideration from the patron for furnishing, transmitting or otherwise providing access to paid television programming.
PAID TELEVISION.	Programming that can be viewed on a television or other screen, and is transmitted by cable, fiber optics, laser, microwave, radio, satellite or similar means to members of the public for consideration.
<i>PERSON.</i>	Any natural individual, firm, society, foundation, institution, partnership, limited liability company, association, joint stock company, joint venture, public or private corporation, receiver, executor, trustee or other representative appointed by the order of any court, or any other entity recognized by law.

3-2-17-3. - COMPUTATION OF TAX.

For the purpose of determining the amount of the amusement tax due under this [Section 3-2-17](#), admission fees or charges shall be computed exclusive of the amusement tax, any Federal or State taxes imposed upon the amusement patron and any separately stated charges for nonamusement services or for sales of tangible personal property.

3-2-17-4. - COLLECTION, PAYMENT AND ACCOUNTING.

(A) Every owner, manager or operator of amusement or of a place where an amusement is being held must collect from each

patron the tax imposed by this [Section 3-2-17](#). The monthly verified return for each completed calendar month shall be due within twenty (20) days of the completion of the previous calendar month. A verified statement of admission or charges in a form prescribed by the Finance Director must accompany each remittance. Acceptance by the City of any amount tendered in payment of the tax must be without prejudice to any claim, demand or right on account of any deficiency.

(B) Canceled admission tickets, stubs, receipts, and complete and accurate records, books and accounts in detail of all receipts must be kept at the place of amusement or such other place in the City as may be designated in writing by the person liable for collection of the tax, addressed to the Finance Director. All such books, records and accounts will be open to inspection by the Finance Director or his/her designee, at all reasonable times during regular business hours.

(C) For purposes of this Chapter, it shall be presumed that the amount of the Streaming Tax imposed on each Person, unless the taxpayer or tax collector provides otherwise with books, records, or other documentary evidence, has been collected from the Person by the Owner. The ultimate incidence of the Streaming Tax shall remain on the Person and shall never be shifted to the Owner.

(D) Every owner, manager or operator who is required to collect the tax imposed by this [Section 3-2-17](#) will be considered a tax collector for the City. All amusement taxes collected must be held by such tax collector as trustee for and on behalf of the City. The failure of the tax collector to collect the tax will not excuse or release the patron from the obligation to pay the tax.

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

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

SECTION 4: This ordinance will be in full force and effect on October 1, 2020, after its passage, approval, and publication in the manner provided by law.

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

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kumar Jensen, Chief Sustainability & Resilience Officer
CC: Luke Stowe, CIO/Interim Administrative Services Director
Subject: Ordinance 57-O-20, Amending City Code Section 10-11-12 "Parking Zones Adding Section XII(J) – Electric Vehicle Charging Stations
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adopt Ordinance 57-O-20, amending City Code Section 10-11-12 "Parking Zones" by adding Section J - Electric Vehicle Charging Stations. The Ordinance adds a fee of \$1 an hour for vehicles parked in City owned parking lots at the Electric Vehicle Charging stations. In addition, the Ordinance adds a three (3) hour maximum ensuring better turnover. The fees will provide additional revenue to expand the City's program in the future, while keeping the rate low to incentivize the use of electric vehicles as part of the City's Climate Action Resilience Plan (CARP).

Council Action:

For Introduction

Summary:

Since 2015, the City has owned 6 EV charging stations that drivers have been able to access without paying a fee. Instituting a fee to cover the cost of operating and upgrading the City's growing electric vehicle (EV) charging infrastructure supports the City's goals of Stabilizing Long-term Finances, Investing in City Infrastructure and Facilities and implementing the Climate Action and Resilience Plan (CARP). Transportation and Mobility accounts for 17% of Evanston's greenhouse gas emissions, the second largest category behind buildings. CARP sets forth a specific goal of Increasing the use of electric vehicles. Adding a fee to EV charging will allow the City to properly invest in the infrastructure.

The City has owned 6 public EV charging stations since 2015, with 3 new stations (5 ports/spaces) planned for the Robert Crown Center. In addition, on July 13th, 2020 City Council adopted Resolution 6-R-20 accepting the donation of 6 EV charging stations from regional non-profit the Center for Neighborhood Technology (CNT). Once all stations are

installed the City will have 15 EV charging stations, almost tripling the charging capacity in Evanston, making it much easier for drivers to charge throughout the City.

The City's Parking Division will handle enforcement of the fee structure/maximum time. No additional equipment or personnel will be needed to monitor these spaces.

Station Locations:

Station Location	Number of Stations	Group
Maple Avenue Garage (1810 Maple Ave)	2	Existing Stations
Lot 56 - Morton Civic Center Parking Lot (2100 Ridge Ave)	2	Existing Stations
Sherman Plaza Garage (821 Davis St)	2	Existing Stations
Lot 3 - Main Library Surface Lot (1701 Orrington Ave)	2	Donated
Lot 31 (817 Hinman Ave)	2	Donated
Lot 4 (2122 Central Ave)	2	Donated
Lot 69 - Robert Crown Community Center (1801 Main St)	3	New
Total	15	

In addition, there are 21 non-City owned electric vehicle charging stations within City boundaries that are owned privately, some are open to the public but not all.

Program Costs:

Program costs include Cloud Services for the charging stations, electricity and maintenance.

Table 1. Annual Anticipated Program Costs

	2019			2020			2021			
	Cloud	Electricity	Maintenance	Cloud	Electricity	Maintenance	Cloud	Electricity	Upgrade	
6 Existing Stations	\$4,000	\$6,000	\$4,000	\$4,000	\$4,000	\$5,000	\$4,000	\$6,000	N/A	
3 Robert Crown	N/A	N/A	N/A	\$2,000	\$1,000	\$2,500	\$2,000	\$3,000	N/A	
6 Donated Stations	N/A	N/A	N/A	\$0	\$1,500	\$5,000	\$4,000	\$6,000	\$24,000	
Total	\$4,000	\$6,000	\$4,000	\$6,000	\$6,500	\$12,500	\$10,000	\$15,000	\$24,000	
Annual Total	\$10,000		\$16,500			\$61,500				

The upgrade cost in 2021 is associated with taking on the 6 donated stations and having them upgraded to the newest model with 2 charging ports rather than 1. The City is getting a substantial reduction in station cost (50% off) for this upgrade. The historical maintenance has been much lower than \$5,000 annually so these numbers are likely higher than the

actual need, but are included to account for any unforeseen needs that may come with aging equipment.

Program Revenue:

Currently, the City of Evanston does not charge a fee for the usage of City-owned electric vehicle charging stations. Creating a fee structure will result in a source of added revenue for the City as noted above, and establish a more holistic approach to expanding the program in the future. Adding a fee also encourages users to utilize the charging stations for the necessary time to charge their vehicle, and allows turnover/availability for other users.

A fee of \$1 an hour, with a three (3) hour maximum time limit, would be administered through the creation of an EVC Zone in the ParkEvanston app. The EVC Zones will act similarly to the current Zones set up for on-street and surface lot parking (Monday - Saturdays 8:00 a.m. - 9 p.m.), but payment will be only available on the app. Signs will be made that clear state app-only payments in those spaces.

There will not be an additional electric charging fee to those that park in the garages, or after hours/Sundays in the surface lots. The only option to obtain a \$1 an hour EVC fee in the garages would be to have customers pull the ticket/pay as they leave as normal and then also pay an additional \$1 an hour via the ParkEvanston app using an EVC Zone set up for the spaces inside the garages.

Table 2. Program Revenue & Cost Comparison

Number of Sessions	Session Length (hrs)	Hours Charged	Hourly Rate	Annual Revenue	Annual Cost of all 15 stations	Net
22,751	2	45,501	\$0.25	\$11,375.25	\$37,500	- \$26,124.75
22,751	2	45,501	\$0.50	\$22,750.50	\$37,500	- \$14,749.50
22,751	2	45,501	\$0.75	\$34,125.75	\$37,500	- \$3,374.25
22,751	2	45,501	\$1.00	\$45,501.00	\$37,500	\$8,001.00

Revenue is based on historical usage of the City’s existing 6 stations and scaled up for all 15 stations. Revenue projections are based on station utilization which has been climbing quickly over the past few years. Staff have accounted for decreased utilization as a result of COVID-19 and likely a decrease in utilization that will occur because of the new fee. Staff still anticipate a significant increase in overall utilization and sessions because the available equipment is almost tripling.

Surplus revenue should be dedicated towards reducing barriers for Evanston residents, particularly low-income residents, to electric vehicle ownership. This could be done through Wheel Tax fee reduction, rebate on purchase of electric vehicles or other mechanisms. Secondly, surplus revenue should be dedicated to funding transportation-related projects outlined in CARP.

Conclusion:

Staff recommend instituting fees for public EV charging stations in order to ensure the equipment is properly maintained and invested in in the future. Staff commit to providing an

update on the impact and implementation of the fee after the first year of implementation to assess whether or not any adjustments or revisions need to be made.

For Reference: Comparative Cities EV Charging Rates for Public Stations

The staff has researched other EVC rates of other cities throughout the U.S. These cities are:

Cities	Public Charging Rate
Atlanta, GA	\$1.50 hr
Chicago, IL	\$1.00 First 3 hrs- \$5.00 after
Detroit, MI	Free
Mountain Brook, AL	\$1.00 First 4 hrs
Palo Alto, CA	\$3.00 First 2 hrs
Portland, OR	\$3.00 First 2 hrs- \$5.00 Fast Charging
Evanston, IL	Free

Attachments:

[Ordinance 57-O-20, Amending Title 10 Chapter 11 to Add Electric Charging Station Zones](#)

7/28/20
9/15/20

57-O-20

AN ORDINANCE

**Amending City Code Section 10-11-12 "Parking Zones"
Adding Section XII(J) – Electronic Vehicle Charging Stations**

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

SECTION 1: City Code Section 10-11-12 "Parking Zones" of the Evanston
City Code of 2012, as amended, is hereby further amended to add Section XII(J) to
read as follows:

(J) Three (3) hour maximum parking limit at the rate of one dollar (\$1.00) per hour for parking and use of the City's electric vehicle charging stations, between the hours of eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Monday through Saturday and one o'clock (1:00) P.M. to nine o'clock (9:00) P.M. on Sundays:

SCHEDULE XII(J) – Parking/Use of City's Electric Vehicle Stations	
<u>Lot #</u>	<u>Address</u>
<u>Lot 3</u>	<u>1701 Orrington Avenue (library surface lot at Chicago Ave and Church St) electronic station spaces</u>
<u>Lot 4</u>	<u>2122 Central Street (lot at Central St and Stewart Ave) electronic station spaces</u>
<u>Lot 32</u>	<u>817 Hinman Avenue (lot between Main St and Kedzie on Hinman Ave) electronic charging stations</u>
<u>Lot 56</u>	<u>2100 Ridge Civic Center (Civic Center parking lot) electronic charging station spaces</u>
<u>Lot 69</u>	<u>1801 Main Street (Robert Crown Community Center parking lot) electronic charging station spaces</u>

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

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

SECTION 4: This Ordinance shall be in full force and effect beginning January 1, 2021.

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

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley Gandurski, Corporation Counsel



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Michael Rivera, Interim Parking Division Manager
CC: Luke Stowe, Interim Administrative Services Director
Subject: Ordinance 82-O-20, Amending City Code Section 5-1-3, 302.13 "Parking of Motor Vehicles", Section 7-3-10-1 "Vehicles on Sidewalk, Parkway" and Section 10-4-1 "Stopping, Standing or Parking Prohibited in Specified Places"
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Ordinance 82-O-20, amending Section 5-1-3, 302.13 "Parking of Motor Vehicles," Section 7-3-10-1 "Vehicles on Sidewalk, Parkway" and Section 10-4-1 "Stopping, Standing or Parking Prohibited in Specified Places" to allow for parking of a vehicle on a parkway. The vehicle will be allowed to park on the parkway if there is an approved substrate/surface, the vehicle fits entirely between the sidewalk, street, and concrete curbing inner edges where it meets the parkway, is registered with the State of Illinois with a current license plate, and can be moved with proper notice if required. The Ordinance also adds a parking violation fee if the vehicle was not parked within the specifications and notes that the vehicle parked on the parkway is subject to all City Code enforcement.

Council Action:

For Introduction

Summary:

Several Aldermen have inquired within the last year about allowing residents to park on parkways, which is currently not allowable pursuant to the City Code. They are concerned that many residents do not have ample street parking, and by allowing them to park on their parkway it would help with overcrowding of streets, making it easier to plow and street sweep, etc. The parking staff discussed with the City's engineering staff and determined that it would be acceptable for their standards to allow for parking on parkways. By requesting vehicles fit within the parking area (between the sidewalk, street, and curbing), it will help ensure that sidewalks and streets are accessible and clear for pedestrians and vehicles passing.

Legislative History:

Transportation & Parking Committee approved the Ordinance at its August 26, 2020 meeting.

Attachments:

[Ordinance 82-O-20, Parkway Parking Amendments](#)

7/22/20
9/9/20

82-O-20

AN ORDINANCE

Amending City Code Section 5-1-3, 302.13 "Parking of Motor Vehicles",
Section 7-3-10-1 "Vehicles on Sidewalk, Parkway" and
Section "Stopping, Standing or Parking Prohibited in Specified Places"

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

SECTION 1: City Code Section 5-1-3, 302.13 of the Evanston City Code of
2012, as amended, is hereby amended to read as follows:

5-1-3, 302.13. Parking Of Motor Vehicles. No vehicle, regardless of status of
licensing, registration or operability, shall be parked within any public sidewalk
area, parkway area (unless there is an approved substrate/surface, the vehicle
fits fully between the sidewalk, street and concrete curbing inner edges
where it meets the parkway, is registered with the State of Illinois with a
current license plate, and can be moved with proper notice if required),
private sidewalk, or upon any unimproved surface including any vegetation,
grass, soil, rock, stone or surface other than concrete, asphalt, pavers or similar
surface.

§

SECTION 2: City Code Section 7-3-10-1 of the Evanston City Code of 2012, as
amended, is hereby deleted to read as follows:§

7-3-10-1 - Vehicles on Sidewalk, Parkway.

No person shall drive any vehicle over any sidewalk, curb or parkway on any
public street unless it is in crossing the same to go into a yard or lot where no
other suitable crossing or means of access is provided, and in such case only
when such curb, parkway or sidewalk shall have been fully protected against
injury therefrom.

All crosswalks and parkways in the City shall be kept free from any vehicles,
unless there is an approved substrate/surface, the vehicle fits fully between the

sidewalk, street and concrete curbing inner edges where it meets the parkway, is registered with the State of Illinois with a current license plate, and can be moved with proper notice if required, except so far as may be necessary in crossing the same, subject to permission of the City Council. The parkway is City of Evanston property, and vehicles parked on the parkway are subject to all City Code enforcement.

SECTION 3: City Code Section 10-4-1(A) of the Evanston City Code of 2012, as amended, is hereby deleted to read as follows:§

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

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

(A) Stop, stand or park a vehicle:

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street. A violation of Section 10-4-1(A)(1) shall result in a mandatory fine of fifty-five dollars (\$55.00). If a ticket issued under this Section is not paid within twenty-one (21) days following issuance of final determination of liability, the City shall impose an additional penalty of fifty-five dollars (\$55.00);
2. On a sidewalk in such a way as to obstruct any portion thereof;
3. Within an intersection;
4. On a crosswalk;
5. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
7. Upon any bridge or other elevated structure upon a highway;
8. On any railroad tracks. A violation of this Subsection (A)8. shall result in a mandatory fine of five hundred dollars (\$500.00) or fifty (50) hours of community service.
9. At any place where official signs prohibit stopping, standing or parking;
10. On any controlled-access highway;

- 11. In the area between roadways of a divided highway, including crossovers;
- 12. On a parkway (further described in 7-3-10-1 of the Evanston City Code);
- 13. Under a fire escape; and
- 14. In a public parking area if the vehicle does not display a current annual registration sticker or current temporary permit pending registration.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley Gandurski, Corporation Counsel

5



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Sean Ciolek, Facilities & Fleet Management Div. Manager
CC: Luke Stowe, Interim Administrative Services Director
Subject: Ordinance 91-O-20, Authorizing the Sale of Aging Surplus Fleet Vehicles Owned by the City of Evanston
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adopt Ordinance 91-O-20, directing the City Manager to offer the sale of vehicles owned by the City through public auction through GovDeals, an online auction system utilized by government agencies, on or around Wednesday, October 21, 2020, or any other subsequent America's Auto Auction. These vehicles have been determined to be surplus due to new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

Council Action:

For Introduction

Summary:

The Fleet Services Division typically participates in two to three vehicle and equipment auctions per year in the Northern Illinois area. America's Auto Auction (14001 S. Karlov Avenue, Crestwood, Illinois 60554) has typically conducted the auctions. America's Auto Auction is the Northwest Municipal Conference Suburban Purchasing Cooperative's "bid winner" for auction services for member municipalities. To potentially reach more bidders, the City has also been utilizing an online auction platform through GovDeals. GovDeals manages the website and software while the transaction occurs directly between the buyer and the seller. Staff believes that items have been selling better/faster and at a higher revenue through GovDeals, and should continue to use this company.

This request authorizes the Facilities and Fleet Management Division of the Administrative Services Department to sell the vehicles listed in the Ordinance through GovDeals or, if necessary, through Northwest Municipal Vehicle Auction sponsored by America's Auto Auction or any subsequent online internet auction to the highest bidder. All net proceeds

from the auction will be credited to account number 601.19.7780.56065, "Sale of Surplus Property."

Attachments:

[Ordinance 91-O-20, Authorizing Sale of Surplus Fleet](#)

9/9/2020

91-O-20

AN ORDINANCE

**Authorizing the Sale of Aging Surplus Fleet Vehicles
Owned by the City of Evanston**

WHEREAS, the City Council of the City of Evanston (the “City”) has determined it is no longer necessary, practical, or economical, nor in the best interests of the City, to retain ownership of certain surplus fleet vehicles that have a value in excess of one thousand five hundred dollars (\$1,500.00) which are described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council has determined that it is in the best interests of the City to sell said surplus fleet vehicles to the highest bidder through an online auction system utilized by government agencies called “GovDeals” and “Americas Auto Auction”,

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

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

SECTION 2: Pursuant to Subsection 1-17-3(B) of the Evanston City Code of 2012, as amended, the City Council hereby authorizes and directs the City Manager to sell the aforementioned surplus fleet vehicles, upon terms and conditions deemed reasonable, necessary, and in the best interests of the City, to the highest bidder online at govdeals.com and Americas Auto Auction.

SECTION 3: Upon payment of the sale price by the highest bidder to the

City indicated by govdeals.com and Americas Auto Auction, the City Manager is hereby authorized to convey evidence of ownership of aforesaid surplus fleet vehicles to govdeals.com and Americas Auto Auction.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

**EXHIBIT A
SURPLUS FLEET VEHICLES/EQUIPMENT**

Cost Center	Department	Vehicle #	Vehicle Make/Model	Vehicle Model Year	V.I.N. #	L.T.D. Miles/Hours
2265	POLICE	20	FORD E350	1998	1FTNE24L5WHB12083	14423
1941	PARKING	112	FORD FOCUS	2013	1FADP3E20DL153495	27693
1941	PARKING	114	FORD FOCUS	2013	1FADP3E29DL153494	23021
3020	PRCS	451	INTERNATIONAL BUS	2009	4DRANAAN09A097032	49719
4330	GREENWAYS	533	TORO 5910	2012	312000146	N/A
4330	GREENWAYS	555	JOHN DEERE TRACTOR	2002	LV5420P246158	7814
4320	FORESTRY	566	VERMEER BC1800XL	2004	1VRY101Z811000360	3191
4320	FORESTRY	569	FORD F350	2004	1FTSX31P24ED64897	68120
4320	FORESTRY	591	TIMBERWOLF 1800	1999	1T9SS1112XR520183	N/A
4320	FORESTRY	592	TIMBERWOLF CONVEYOR	1999	1T9FC2410XR520165	N/A
4330	GREENWAYS	603	JOHN DEERE X749	2008	144157	1672 (hours)
4510	STREETS	619	FORD F350	2001	1FDWF37F01ED79084	66760
4510	STREETS	685	RAY-TECH HOTBOX	1999	RC9RC2112TGRC9001	n/a
4310	RECYCLING	733	FORD F250	2012	1FT7W2BT9CEA16270	56759
4320	FORESTRY	813	FORD F350	2003	1FDWF37P23ED85867	58555
4320	FORESTRY	816	FORD F350	2004	1FDWF37PX4ED46106	55322
4320	FORESTRY	826	FORD F750	2001	3FDXF75H1MA84682	53977



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kumar Jensen, Chief Sustainability & Resilience Officer
CC: Kelley A. Gandurski, Corporation Counsel
Subject: Ordinance 79-O-20, Amending Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Ordinance 79-O-20 by which the City Council would amend Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code Providing for an Infrastructure Maintenance Fee.

Council Action:

For Action

Summary:

Staff have made one small amendment to Section 13 of the Ordinance since it was voted on for introduction on August 10, 2020. The amendment allows for the ordinance to go into effect once ComEd has been given proper notice (60 days) before the fee is instituted. Below is the amended language, the underlined portion shows the new text:

SECTION 13. This Ordinance shall be in full force and effect pursuant to 35 ILCS 645/5-5, and after its passage, approval and publication as provided by law.

Staff have also gathered additional information that shows that there will be a period of time, approximately 18 months where Evanston rate customers will be subjected to both the proposed Infrastructure Maintenance Fee and the Franchise Cost Addition (FCA). The Infrastructure Maintenance Fee (IMF) will replace an existing fee, Franchise Cost Addition (FCA) that all Evanston customers pay on their monthly ComEd bill. As a part of Evanston's Franchise Agreement with ComEd the utility imposes the FCA and then uses the revenue generated, roughly \$480,000.00 annually, to provide a group of 20 City-owned facilities (see attachment) with unbilled electricity. This current set up provides a disincentive to the City to

take actions that would reduce electric consumption and improve building performance in the facilities that receive unbilled electricity.

Approving an IMF will result in the replacement of the FCA on Evanston customer bills. However, after discussions with ComEd they revealed that ComEd collects the FCA in arrears, similar to how property taxes are collected. This means that for a period of 18 months (December 2020 through May 2022) customers will see both an IMF and an FCA on their monthly bill. Starting in June 2022 customers will no longer see the FCA charge and will only have an IMF on their bill. The average cost of this fee for single family and multiple family accounts can be found in the Table below:

Table 1: FCA Impact on Residential Accounts

Month when Franchise Credit is Received by the City Accounts	Month when ComEd Recovers Franchise Credit Cost from Evanston Residents	Average FCA Monthly Cost to Single Family Residential Account	Average FCA Monthly Cost to Multi-Family Residential Account
December-20	July-19	\$0.92	\$0.63
January-21	August-19	\$0.92	\$0.63
February-21	September-19	\$0.92	\$0.63
March-21	October-19	\$0.92	\$0.63
April-21	November-19	\$0.92	\$0.63
May-21	December-19	\$0.92	\$0.63
June-21	January-20	\$0.92	\$0.63
July-21	February-20	\$0.92	\$0.63
August-21	March-20	\$0.92	\$0.63
September-21	April-20	\$0.92	\$0.63
October-21	May-20	\$0.92	\$0.63
November-21	June-20	\$0.92	\$0.63
December-21	July-20	\$0.92	\$0.63
January-22	August-20	\$0.92	\$0.63
February-22	September-20	\$0.92	\$0.63
March-22	October-20	\$0.92	\$0.63
April-22	November-20	\$0.92	\$0.63
May-22	December-20	\$0.92	\$0.63
Collections to Occur In Arrears		\$16.56	\$11.34

Table 1. shows that over the 18th months the switch from the FCA to an IMF will result in an average cost temporary cost increase of \$16.56 for single family residential accounts and \$11.34 for multi-family residential accounts. This situation of having customer double charged is certainly regrettable but given the way the State legislation is written it appears to be

virtually impossible to avoid this type scenario if a municipality is interested in establishing an IMF.

Staff stand by the initial recommendation and pledge to find ways in future energy agreements and programs such as the community electricity aggregation program and through new models for community solar to bring cost savings to customers to help offset this minor additional cost burden.

Revenue for the City

Once the IMF replaces the FCA ComEd will begin (starting in December) to remit on a monthly basis all revenue collected through the IMF to the City as cash. This will result in a new revenue source for the City and the City paying for all electricity it consumes. Once the IMF is instituted the City would include those electric accounts in its alternative electricity purchase agreements allowing the City to purchase renewable electricity for those accounts and pay a lower rate than ComEd's default rate. The City estimates that by purchasing electricity for these accounts the City would see electric rates decrease leading to an estimated \$70,000.00 in electric cost savings annually.

Attachments:

[Ordinance 79-O-20 Providing for an Infrastructure Maintenance Fee.pdf](#)

[List of Evanston Electric Accounts that Receive Unbilled Electricity](#)

7/29/20
8/27/20

79-O-20

AN ORDINANCE

Providing for an Infrastructure Maintenance Fee

“Amending Title 3, Business Regulations, Chapter 2, Municipal Occupation Taxes, of the Evanston Municipal Code”

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

SECTION 1 Definitions. Terms, whether capitalized or not, used in this Ordinance are defined pursuant to 65 ILCS 5/8-11-2.

SECTION 2 Imposition of Infrastructure Maintenance Fee. For the privilege of using the public rights of way for the delivery of electricity to consumers located within the corporate limits of the City of Evanston (“City”), a Public Utility (or its successors) that deliver electricity to retail electricity purchasers located to the City shall pay an Infrastructure Maintenance Fee (“Fee”) as provided in this Section 2 on all kilowatt hours of electricity delivered to each retail electricity purchaser located within the corporate limits of such municipality.

1. The Fee collected by a Public Utility from each purchaser of electricity within the corporate limits of the City shall be at the rates identified below and calculated on a monthly basis for each purchaser:
 - a. For the first 2,000 kilowatt hours used or consumed in a month: 0.130 cents per kilowatt hour delivered in the monthly billing period.
 - b. For the next 48,000 kilowatt hours used or consumed in a month: 0.048 cents per kilowatt hour delivered in the monthly billing period.
 - c. For the next 50,000 kilowatt hours used or consumed in a month: 0.045 cents per kilowatt hour delivered in the monthly billing period.
 - d. For the next 400,000 kilowatt hours used or consumed in a month: 0.044 cents per kilowatt hour delivered in the monthly billing period.
 - e. For the next 500,000 kilowatt hours used or consumed in a month: 0.043 cents per kilowatt hour delivered in the monthly billing period.

- f. For the next 2,00,000 kilowatt hours used or consumed in a month: 0.042 cents per kilowatt hour delivered in the monthly billing period.
- g. For the next 2,00,000 kilowatt hours used or consumed in a month: 0.040 cents per kilowatt hour delivered in the monthly billing period.
- h. For the next 5,000,000 kilowatt hours used or consumed in a month: 0.035 cents per kilowatt hour delivered in the monthly billing period.
- i. For the next 10,000,000 kilowatt hours used or consumed in a month: 0.009 cents per kilowatt hour delivered in the monthly billing period.
- j. For all electricity used or consumed in excess of 20,000,000 kilowatt hours in a month: 0.009 cents per kilowatt hour delivered in the monthly billing period.

SECTION 3 Collection. The Fee imposed by Section 2 on a Public Utility shall be collected from retail electricity purchasers located within the corporate limits of the City. A Public Utility shall add such a Fee to the gross charge for delivering electricity to retail electricity purchasers located within the corporate limits of the City. A Public Utility shall be obligated to pay the complete value of the Fee every month regardless of the Public Utility's collection of the Fee from retail electricity purchasers located within the corporate limits of the City.

SECTION 4 Books and Records.

- 1. A Public Utility which is required to collect a Fee pursuant to Section 2 shall keep accurate books and records of all transactions which may affect the Fee provided for herein including, but not limited to, records of the number of kilowatt hours (kWh) used by each consumer within the City for each month, the charge imposed upon each retail electricity purchaser within the City for each month and the amount actually collected,
- 2. A Public Utility which is required to collect a Fee pursuant to Section 2 shall provide to the City, within seven (7) days of a written request, copies of all records, or any part thereof, which the City requests, which the electricity deliverer is required to keep pursuant to this Ordinance.

SECTION 5 Remittance and Return. A Public Utility which is required to collect a Fee pursuant to Section 2 shall, on a monthly basis file a return with the City in a form prescribed by the City along with the total revenues collected. The return and accompanying remittance shall be delivered to the City on or before the last day of the month following the month during which the tax is collected or is required to be collected under Section 1.

SECTION 6 Reports to the City. On or before the last day of each month, A Public Utility which is required to collect a Fee pursuant to Section 2 shall make a return to the Finance Director for the preceding month stating:

- 1. Legal Name;

2. Principal place of business;
3. Number of kilowatt hours delivered during the months in which the Fee is imposed;
4. Amount of Fee paid; and,
5. Such other reasonable and related information as the City may require.

A Public Utility making the return herein provided for shall, at the time of making such return, pay to the Finance Director the amount of the Fee herein imposed, provided that in connection with any return the person may, if they so elect, report and pay an amount based upon a good faith estimate, with prompt adjustment of later payment based upon any difference between such billings and Infrastructure Maintenance Fee gross receipts.

SECTION 7 Errors. If an excess amount of the Fee that has been paid which was not due under the provisions of this Ordinance, whether as a result of a mistake of fact or an error of law, then such amount shall be credited against any Fees due, or to become due, under this Ordinance from the Public Utility, provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefor shall be so credited.

SECTION 8 Recovery Deadline. No action to recover any amount of Fee due under the provisions of this Ordinance shall be commenced more than three (3) years after the due date of such amount.

SECTION 9. Penalty. Any Public Utility that fails to make a return or makes a fraudulent return or willfully violates any other provision of this Ordinance is guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$200.00 per retail electricity account located within the corporate limits of the City and shall be liable for civil action for the amount of tax due.

SECTION 10. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby released to the extent of such conflict.

SECTION 13. This Ordinance shall be in full force and effect pursuant to 35 ILCS 645/5-5, and after its passage, approval and publication as provided by law.

Adopted: _____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporate Counsel



An Exelon Company

Evanston

June 8, 2018

Mayor and City Council
City of Evanston
Evanston, Illinois

Mayor and City Council:

The undersigned, Commonwealth Edison Company, for good and valuable considerations, hereby agrees that so long as that certain ordinance passed by the Mayor and City Council of the City of Evanston, March 4, 1957, extended by ordinance on October 16, 2002, granting the undersigned, its successors and assigns, the right to construct, operate and maintain an electric light and power system in the City of Evanston, shall remain in full force and effect, said Commonwealth Edison Company, its successors and assigns will, during each calendar year for the remainder of the life of said ordinance, supply without charge to the City of Evanston, such an amount of electric energy as may be reasonably necessary for lighting and various other uses in the following municipal buildings solely occupied for municipal purposes and not for purposes of revenue (or such part thereof as may from time to time be so occupied):

City Hall*	2100 Ridge Avenue	00957-06004	
Fire Facility	1105 Central Street	03070-36040	
Fire Facility	1332 Emerson Street	00957-07001	
Fire Facility	1817 Washington	02615-92009	
Fire Facility	2830 Central Street	04340-43035	
Fire Facility	702 Madison Street	02615-87008	
Library Facility	1703 Orrington	01046-86008	
Library Facility	2026 Central Street	00957-46008	
Memorial Building	2603 Sheridan Road	21864-63009	Effective 06/01/15
Police Department Outpost	745 Howard	0261-568021	Effective: 2/1/16
Police and Fire Facility	1454 Elmwood	18592-71007	
Police Annex	633 Howard Street	21931-61010	
Public Library	900 Chicago Ave #102	03141-37043	Effective 01/01/13
Public Works Facility	2020 Asbury Avenue	05060-90008	
Public Works Facility	2310 Oakton Avenue	02615-90005	
Public Works Facility	727 Howard Street	15430-70123	Effective: 12/14/11
Public Works Facility	729 Howard Street	19981-03068	Effective: 08/01/16
Storage Facility	723 Howard Street	22772-85026	Effective: 08/01/16
Storage Facility	222 Oakton St	34530-05021	Effective: 05/14/18

*Heating service, outdoor lighting and the 4.7% of the City Hall electricity used for other than municipal purposes are not eligible for service without charge.

Except as noted above, the foregoing arrangement shall be effective beginning with readings of meters measuring electric energy for the above purposes at the above described locations.

None of said electric energy so to be supplied without charge to the City shall be used by the City for heating, street lighting, water pumping or other such power purposes. Nor shall any of said energy be resold for any purpose whatsoever.

This agreement and the commitments herein contained shall supersede, replace and be in lieu of the undertakings contained in a letter addressed to the Mayor and City Council of the City of Evanston, dated June 6, 2012.

If you have any questions, please contact your ComEd External Affairs Manager, Carlo Cavallaro, on 847-929-2304.

Very truly yours,

COMMONWEALTH EDISON COMPANY

Rommel Noguera
External Affairs Regional Director



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kumar Jensen, Chief Sustainability & Resilience Officer
CC: David Stoneback, Public Works Agency Director; Kate Lewis-Lakin
Budget Coordinator
Subject: Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2
"Franchise" Imposition of Franchise Service Administrative Fee
Date: September 29, 2020

Recommended Action:

Staff recommends City Council adoption of Ordinance 85-O-20 Amending Title 8, Chapter 4, Part 9, Section 2 "Franchise" Imposition of Franchise Service Administrative Fee.

Council Action:

For Action

Summary:

The position that would be funded by this fee increase would be located in the Public Works Agency but would work in close collaboration with the Office of Sustainability, Community Engagement Division, Health and Human Services Department and Economic Development. A draft position description is attached and staff are seeking feedback from City Council on the duties and responsibilities to ensure the position addresses priorities of the Council.

Upon direction from the Administration and Public Works Committee City staff drafted and are bringing forward for introduction ordinance 85-O-20 which will impose a Franchise Service Administrative Fee on garbage containers covered under the City's Commercial Solid Waste Franchise. The ordinance will codify and modify a fee that has been in place since the commercial solid waste franchise was established in 2008.

Since 2011 there has been virtually no change in the community recycling rate and the commercial recycling rate has never reached 10%. Residential recycling rates in Evanston are almost three times that amount at 27% for 2019, which is still quite low. Low recycling rates mean two things: 1) Commercial customers are paying more for their solid waste service than they need to, and 2) More material, much of it recyclable, is being sent to landfills where it releases methane which contributes to climate change. Without increasing

recycling rates, Evanston will not meet its 50% waste diversion by 2025 (currently the community is at 23%, peer communities boast percentages of 50% or more). The additional funds will be dedicated to hiring a new employee who will have three primary responsibilities:

1. Manage the City's solid waste contracts and agreements
2. Lead implementation of the Zero Waste section of CARP
3. Evaluate solid waste services and their rates to ensure Evanston customers are receiving equal access to services and paying an equitable rate for those service

Fee Impact Analysis:

Staff evaluated multiple scenarios for modifying the fee in order to determine the impact on different types of commercial accounts. Each scenario involved looking at all of the accounts included in the service and understanding what the individual and aggregate impact would be of each scenario. The recommended scenario would institute a 20% reduction in the administrative fee from \$3.00 cubic yard per garbage container to \$2.40 per cubic yard per garbage container. The fee would then be applied to each garbage container and each weekly pick up. Staff also recommend increasing the permanent or temporary roll-off fee to \$1.00 per cubic yard up from the current rate of \$0.95 per cubic yard. No fee is imposed for recycling containers.

Table 1. Number of accounts impacted by the modified fee by weekly frequency of pick-ups

Frequency of Pick-Ups	Number of Accounts	Max Cost Change	Min Cost Change	Average Monthly Price Change
1	513	-\$7.20	-\$0.30	-\$1.15
2	430	\$28.80	\$0.90	\$5.00
3	206	\$42.00	\$2.10	\$15.00
4	42	\$49.50	\$6.60	\$18.50
5	35	\$162.00	\$13.50	\$48.00
6	27	\$182.00	\$11.40	\$59.00

40% percent of customers (513 properties) would see a savings in the administrative fee portion of their monthly bill. These are primarily smaller accounts that only have one garbage pick-up a week. The table shows that accounts with more pick-ups could see a significant cost increase. The new employee hired would work with all accounts to ensure those accounts modify their service through increasing recycling and decreasing garbage to minimize or eliminate any price increase from the modified fee.

Table 2. Number of accounts impacted by the modified fee by container size

Container Size	Number of Accounts	Max Cost Change	Min Cost Change	Average Monthly Price Change
0.32	11	\$1.80	-\$0.90	\$0.03
0.47	116	\$16.80	-\$3.60	\$0.74
1	135	\$29.40	-\$1.20	\$0.89
1.5	402	\$102.60	-\$3.60	\$6.99
2	462	\$162.00	-\$2.40	\$7.86
4	49	\$45.60	-\$4.80	\$7.74
6	44	\$108.00	-\$7.20	\$19.31
8	22	\$182.40	-\$4.80	\$24.65

10 | 12 \$114.00 -\$6.00 \$28.00

Looking at the number of accounts impacted by the size of containers they have actually shows that the monthly average price change is less than a dollar for the accounts with smaller containers. It also shows that the averaged monthly price change for 94% of the accounts, 1,175 of 1,253, would be less than \$8.00/month. It also demonstrates that customers will all different size containers could see a cost savings. The modification of the fees are anticipated to bring in close to \$100,000.00 annually in additional revenue for the City.

Fee Impact Example Accounts:

In addition, to evaluating to impact of the fee on all accounts staff evaluated the impact of the fee change and increasing recycling at 21 individual accounts. Staff looked at a diverse set of accounts including: healthcare, daycare, bakery, restaurants, office buildings, multi-family properties, houses of worship, school, beauty shop/salon, manufacturing and auto shops. Staff also included accounts with diverse collection arrangements (i.e. once a week collection, 5 times a week, no recycling service, some recycling service, etc.).

Each individual analysis is included in the attachment titled: Fee Impact Example Accounts. The analysis showed that even in cases where the franchise fee increased substantially staff were able to propose a modest service change that would increase recycling to at least 30% while ensuring there is no overall increase in their monthly or annual costs. This cost stabilization is achieved by reducing the garbage service and replacing it with cheaper recycling service in roughly the same volume so properties do not lose any recycling and garbage capacity.

Background:

In 2015, the City launched a mini-pilot program to increase recycling rates and reduce costs for larger multi-family buildings covered by the Commercial Solid Waste Franchise. This pilot demonstrated that properties could reduce their monthly bill by swapping trash containers for recycling containers. Because the cost of recycling is cheaper than the cost of trash participating properties were able to increase their diversion rate (amount they recycle) and decrease their costs simultaneously. One role of the new employee would be to work with properties to find ways to alter their service so all accounts can find savings and increase their recycling simultaneously.

Since 2008, the City has had a Commercial Solid Waste Franchise that has been held by Groot Industries, inc. This Agreement determines the cost of of recycling and trash service for all commercial accounts and multi-family properties larger than 4 units in Evanston. The City negotiated a 5-year extension in 2015 and will be issuing a new RFP for these services in August, 2020.

Under the City's current Commercial Solid Waste Franchise agreement with Groot Industries, Inc. the City imposes an administrative fee on three different services Groot provides:

1. Permanent garbage containers

2. Temporary roll-off dumpsters
3. Permanent roll-off dumpsters

The revenue generated from all three services is \$14,500.00 monthly or \$175,000.00 annually. The fee is paid by the commercial customer and then remitted to the City as a cash payment on a quarterly basis.

Attachments:

[Ordinance 85-O-20 Amending City Code to add Administrative Fee Increase to the Commercial Solid Waste Franchise](#)

[Fee Impact Example Accounts](#)

[Waste Reduction Coordinator](#)

8/26/2020

85-O-20
AN ORDINANCE
Amending Title 8, Chapter 4, Part 9, Section 2 “Franchise”

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

SECTION 1: City Code Section 8-4-9-2 “Franchise” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

8-4-9-2-3. - IMPOSITION OF FRANCHISE SERVICE ADMINISTRATIVE FEE

(A) For the collection, transportation, and disposal of municipal solid waste provided by the franchise service there is hereby established the following administrative fee:

1. Two dollars and forty cents (\$2.40) per month per cubic yard per solid waste container multiplied by the number of times per week the solid waste container is serviced.
2. One dollar and no cents (\$1.00) per month per cubic yard size of a permanent roll off container multiplied by the number of times the container is collected each month.

(B) For the collection, transportation, and disposal of construction debris provided by the franchise service there is hereby established the following administrative fee:

1. One dollar and no cents (\$1.00) per month per cubic yard size of a temporary roll off container multiplied by the number of times the container is collected each month.

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

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable 85-O-20 shall be in full force and effect after its passage and approval.

SECTION 4: This ordinance shall be in full force and effect on [DATE], 2020.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporate Counsel

Restaurant 1

Current Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	3	2	12	12	\$376.05	\$4,512.60	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	3	2	\$3.00	\$18.00	\$216.00

	Monthly Costs	Annual Costs
Waste Fee	\$376.05	\$4,512.60
Admin Fee	\$18.00	\$216.00
Total	\$394.05	\$4,728.60

Proposed Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	2	2	8	12.47	\$250.70	\$3,008.40	36%
	0.47	1	1	0.47		\$0.00	\$0.00	
Recycling	2	1	2	4		\$95.01	\$1,140.12	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	2	2	\$2.40	2	\$38.40	\$460.80

	Monthly Costs	Annual Costs
Waste Fee	\$345.71	\$4,148.52
Admin Fee	\$38.40	\$460.80
Total	\$384.11	\$4,609.32

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$376.05	\$345.71	\$30.34
Monthly Admin Fee	\$18.00	\$38.40	-\$20.40
Monthly Total	\$394.05	\$384.11	\$9.94
Annual Collection Total	\$4,512.60	\$4,148.52	\$364.08
Annual Admin Fee	\$216.00	\$460.80	-\$244.80
Annual Total	\$4,728.60	\$4,609.32	\$119.28
Total Volume	12	12.47	0.47
Total Recycling Capacity	0%	36%	36%

Restaurant 2

Current Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	4	8	8	\$243.74	\$2,924.88	0%
Recycling	0	0	0	0		\$0	\$0	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	2	\$3.00	\$6.00	\$72.00

	Monthly Costs	Annual Costs
Waste Fee	\$243.74	\$2,924.88
Admin Fee	\$6.00	\$72.00
Total	\$249.74	\$2,996.88

Proposed Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	1	4	6	7.97	\$176.05	\$2,112.60	25%
	0.47	1	1	0.47		\$0.00	\$0.00	
Recycling	1.5	1	1	1.5		\$40.97	\$491.64	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1.5	\$2.40	4	\$14.40	\$172.80

	Monthly Costs	Annual Costs
Waste Fee	\$217.02	\$2,604.24
Admin Fee	\$14.40	\$172.80
Total	\$231.42	\$2,777.04

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$243.74	\$217.02	\$26.72
Monthly Admin Fee	\$6.00	\$14.40	-\$8.40
Monthly Total	\$249.74	\$231.42	\$18.32
Annual Collection Total	\$2,924.88	\$2,604.24	\$320.64
Annual Admin Fee	\$72.00	\$172.80	-\$100.80
Annual Total	\$2,996.88	\$2,777.04	\$219.84
Total Volume	8	7.97	-0.03
Total Recycling Capacity	0%	25%	25%

Apartment Building

Current Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	3	3	13.5	13.5	\$401.13	\$4,813.56	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	3	1.5	\$3.00	\$13.50	\$162.00

	Monthly Costs	Annual Costs
Waste Fee	\$401.13	\$4,813.56
Admin Fee	\$13.50	\$162.00
Total	\$414.63	\$4,975.56

Proposed Service and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	3	2	9	13.47	\$284.22	\$3,410.64	33%
	0.47	1	1	0.47		\$0.00	\$0.00	
Recycling	2	1	2	4		\$95.01	\$1,140.12	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	3	1.5	\$2.40	2	\$21.60	\$259.20

	Monthly Costs	Annual Costs
Waste Fee	\$379.23	\$4,550.76
Admin Fee	\$21.60	\$259.20
Total	\$400.83	\$4,809.96

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$401.13	\$379.23	\$21.90
Monthly Admin Fee	\$13.50	\$21.60	-\$8.10
Monthly Total	\$414.63	\$400.83	\$13.80
Annual Collection Total	\$4,813.56	\$4,550.76	\$262.80
Annual Admin Fee	\$162.00	\$259.20	-\$97.20
Annual Total	\$4,975.56	\$4,809.96	\$165.60
Total Volume	13.5	13.47	-0.03
Total Recycling Capacity	0%	33%	33%

Retail 1

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	0.5	1	1	0.5	0.5	\$23.98	\$287.76	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	0.5	\$3.00	\$1.50	\$18.00

	Monthly Costs	Annual Costs
Waste Fee	\$23.98	\$287.76
Admin Fee	\$1.50	\$18.00
Total	\$25.48	\$305.76

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	0.5	1	1	0.5	0.97	\$23.98	\$287.76	48%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	0.5	\$2.40	1	\$1.20	\$14.40

	Monthly Costs	Annual Costs
Waste Fee	\$23.98	\$287.76
Admin Fee	\$1.20	\$14.40
Total	\$25.18	\$302.16

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$23.98	\$23.98	\$0.00
Monthly Admin Fee	\$1.50	\$1.20	\$0.30
Monthly Total	\$25.48	\$25.18	\$0.30
Annual Collection Total	\$287.76	\$287.76	\$0.00
Annual Admin Fee	\$18.00	\$14.40	\$3.60
Annual Total	\$305.76	\$302.16	\$3.60
Total Volume	0.5	0.97	0.47
Total Recycling Capacity	0%	48%	48%

Retail 2

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	8	1	3	24	24	\$535.91	\$6,430.92	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	8	\$3.00	\$24.00	\$288.00

	Monthly Costs	Annual Costs
Waste Fee	\$535.91	\$6,430.92
Admin Fee	\$24.00	\$288.00
Total	\$559.91	\$6,718.92

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	8	1	2	16	24.47	\$371.07	\$4,452.84	35%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	
	8	1	1	8		\$131.12	\$1,573.44	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	8	\$2.40	2	\$38.40	\$460.80

	Monthly Costs	Annual Costs
Waste Fee	\$502.19	\$6,026.28
Admin Fee	\$38.40	\$460.80
Total	\$540.59	\$6,487.08

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$535.91	\$502.19	\$33.72
Monthly Admin Fee	\$24.00	\$38.40	-\$14.40
Monthly Total	\$559.91	\$540.59	\$19.32
Annual Collection Total	\$6,430.92	\$6,026.28	\$404.64
Annual Admin Fee	\$288.00	\$460.80	-\$172.80
Annual Total	\$6,718.92	\$6,487.08	\$231.84
Total Volume	24	24.47	0.47
Total Recycling Capacity	0%	35%	35%

House of Worship 1

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	1	\$44.10	\$529.20	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	1	\$3.00	\$3.00	\$36.00

	Monthly Costs	Annual Costs
Waste Fee	\$44.10	\$529.20
Admin Fee	\$3.00	\$36.00
Total	\$47.10	\$565.20

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	0.47	1	2	0.94	1.41	\$41.55	\$498.60	33%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	0.47	\$2.40	2	\$2.26	\$27.07

	Monthly Costs	Annual Costs
Waste Fee	\$41.55	\$498.60
Admin Fee	\$2.26	\$27.07
Total	\$43.81	\$525.67

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$44.10	\$41.55	\$2.55
Monthly Admin Fee	\$3.00	\$2.26	\$0.74
Monthly Total	\$47.10	\$43.81	\$3.29
Annual Collection Total	\$529.20	\$498.60	\$30.60
Annual Admin Fee	\$36.00	\$27.07	\$8.93
Annual Total	\$565.20	\$525.67	\$39.53
Total Volume	1	1.41	0.41
Total Recycling Capacity	0%	33%	33%

House of Worship 2

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	2	2	8	16	\$250.70	\$3,008.40	50%
Recycling	2	4	1	8		\$190.04	\$2,280.48	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	2	2	\$3.00	\$12.00	\$144.00

	Monthly Costs	Annual Costs
Waste Fee	\$440.74	\$5,288.88
Admin Fee	\$12.00	\$144.00
Total	\$452.74	\$5,432.88

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	2	1	4	16	\$132.00	\$1,584.00	75%
Recycling	2	3	2	12		\$285.03	\$3,420.36	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	2	2	\$2.40	1	\$19.20	\$230.40

	Monthly Costs	Annual Costs
Waste Fee	\$417.03	\$5,004.36
Admin Fee	\$19.20	\$230.40
Total	\$436.23	\$5,234.76

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$440.74	\$417.03	\$23.71
Monthly Admin Fee	\$12.00	\$19.20	-\$7.20
Monthly Total	\$452.74	\$436.23	\$16.51
Annual Collection Total	\$5,288.88	\$5,004.36	\$284.52
Annual Admin Fee	\$144.00	\$230.40	-\$86.40
Annual Total	\$5,432.88	\$5,234.76	\$198.12
Total Volume	16	16	0
Total Recycling Capacity	50%	75%	25%

Office Building 1

Current Costs and Services

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	3	5	30	38	\$906.60	\$10,879.20	21%
Recycling	2	2	2	8		\$190.02	\$2,280.24	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	3	2	\$3.00	\$18.00	\$216.00

	Monthly Costs	Annual Costs
Waste Fee	\$1,096.62	\$13,159.44
Admin Fee	\$18.00	\$216.00
Total	\$1,114.62	\$13,375.44

Proposed Costs and Services

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	2	5	20	38	\$604.40	\$7,252.80	47%
Recycling	2	3	3	18		\$427.59	\$5,131.08	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	2	2	\$2.40	5	\$48.00	\$576.00

	Monthly Costs	Annual Costs
Waste Fee	\$1,031.99	\$12,383.88
Admin Fee	\$48.00	\$576.00
Total	\$1,079.99	\$12,959.88

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$1,096.62	\$1,031.99	\$64.63
Monthly Admin Fee	\$18.00	\$48.00	-\$30.00
Monthly Total	\$1,114.62	\$1,079.99	\$34.63
Annual Collection Total	\$13,159.44	\$12,383.88	\$775.56
Annual Admin Fee	\$216.00	\$576.00	-\$360.00
Annual Total	\$13,375.44	\$12,959.88	\$415.56
Total Volume	38	38	0
Total Recycling Capacity	21%	47%	26%

Office Building 2

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	4	6	48	74.35	\$1,451.08	\$17,412.96	3%
	4	1	6	24		\$558.00	\$6,696.00	
Recycling	0.47	1	5	2.35		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	4	2	\$3.00	\$24.00	\$288.00
Admin Fee	1	4	\$3.00	\$12.00	\$144.00

	Monthly Costs	Annual Costs
Waste Fee	\$2,009.08	\$24,108.96
Admin Fee	\$36.00	\$432.00
Total	\$2,045.08	\$24,540.96

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	5	4	40	72.47	\$1,218.70	\$14,624.40	34%
	4	1	2	8		\$199.38	\$2,392.56	
Recycling	4	1	5	20		\$457.96	\$5,495.52	
	2	2	1	4		\$95.02	\$1,140.24	
	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	5	2	\$2.40	\$4.00	\$96.00	\$1,152.00
Admin Fee	1	4	\$2.40	\$2.00	\$19.20	\$230.40

	Monthly Costs	Annual Costs
Waste Fee	\$1,968.96	\$23,627.52
Admin Fee	\$120.00	\$1,440.00
Total	\$2,088.96	\$25,067.52

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$2,094.08	\$1,971.06	\$123.02

Monthly Admin Fee	\$36.00	\$96.00	-\$60.00
Monthly Total	\$2,130.08	\$2,086.26	\$43.82
Annual Collection Total	\$25,128.96	\$23,652.72	\$1,476.24
Annual Admin Fee	\$432.00	\$1,382.40	-\$950.40
Annual Total	\$25,560.96	\$25,035.12	\$525.84
Total Volume	74.4	72.47	-1.93
Total Recycling Capacity	3%	34%	31%

School

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	10	1	2	20	20	\$436.25	\$5,235.00	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	10	\$3.00	\$30.00	\$360.00

	Monthly Costs	Annual Costs
Waste Fee	\$436.25	\$5,235.00
Admin Fee	\$30.00	\$360.00
Total	\$466.25	\$5,595.00

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	10	1	1	10	20	\$236.12	\$2,833.44	50%
Recycling	10	1	1	10		\$149.73	\$1,796.76	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	10	\$2.40	1	\$24.00	\$288.00

	Monthly Costs	Annual Costs
Waste Fee	\$385.85	\$4,630.20
Admin Fee	\$24.00	\$288.00
Total	\$409.85	\$4,918.20

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$436.25	\$385.85	\$50.40
Monthly Admin Fee	\$30.00	\$24.00	\$6.00
Monthly Total	\$466.25	\$409.85	\$56.40
Annual Collection Total	\$5,235.00	\$4,630.20	\$604.80
Annual Admin Fee	\$360.00	\$288.00	\$72.00
Annual Total	\$5,595.00	\$4,918.20	\$676.80
Total Volume	20	20	0
Total Recycling Capacity	0%	50%	50%

Community Center

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	10	1	6	60	72	\$1,096.50	\$13,158.00	17%
Recycling	6	2	1	12		\$221.20	\$2,654.40	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	10	\$3.00	\$30.00	\$360.00

	Monthly Costs	Annual Costs
Waste Fee	\$1,317.70	\$15,812.40
Admin Fee	\$30.00	\$360.00
Total	\$1,347.70	\$16,172.40

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	10	1	3	30	70	\$636.50	\$7,638.00	57%
Recycling	10	1	4	40		\$598.95	\$7,187.40	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	10	\$2.40	3	\$72.00	\$864.00

	Monthly Costs	Annual Costs
Waste Fee	\$1,235.45	\$14,825.40
Admin Fee	\$72.00	\$864.00
Total	\$1,307.45	\$15,689.40

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$1,317.70	\$1,235.45	\$82.25
Monthly Admin Fee	\$30.00	\$72.00	-\$42.00
Monthly Total	\$1,347.70	\$1,307.45	\$40.25
Annual Collection Total	\$15,812.40	\$14,825.40	\$987.00
Annual Admin Fee	\$360.00	\$864.00	-\$504.00
Annual Total	\$16,172.40	\$15,689.40	\$483.00
Total Volume	72	70	-2
Total Recycling Capacity	17%	57%	40%

Healthcare

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	9	5	90	90	\$2,719.80	\$32,637.60	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	9	2	\$3.00	\$54.00	\$648.00

	Monthly Costs	Annual Costs
Waste Fee	\$2,719.80	\$32,637.60
Admin Fee	\$54.00	\$648.00
Total	\$2,773.80	\$33,285.60

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	6	5	60	90.47	\$1,813.20	\$21,758.40	34%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	
	2	3	5	30		\$712.59	\$8,551.08	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	6	2	\$2.40	5	\$144.00	\$1,728.00

	Monthly Costs	Annual Costs
Waste Fee	\$2,525.79	\$30,309.48
Admin Fee	\$144.00	\$1,728.00
Total	\$2,669.79	\$32,037.48

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$2,719.80	\$2,525.79	\$194.01
Monthly Admin Fee	\$54.00	\$144.00	-\$90.00
Monthly Total	\$2,773.80	\$2,669.79	\$104.01
Annual Collection Total	\$32,637.60	\$30,309.48	\$2,328.12
Annual Admin Fee	\$648.00	\$1,728.00	-\$1,080.00
Annual Total	\$33,285.60	\$32,037.48	\$1,248.12
Total Volume	90	90.47	0.47
Total Recycling Capacity	0%	34%	34%

Small Healthcare

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	1	\$44.10	\$529.20	0%
Recycling				0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	1	\$3.00	\$3.00	\$36.00

	Monthly Costs	Annual Costs
Waste Fee	\$44.10	\$529.20
Admin Fee	\$3.00	\$36.00
Total	\$47.10	\$565.20

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	1.47	\$44.10	\$529.20	32%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1	\$2.40	1	\$2.40	\$28.80

	Monthly Costs	Annual Costs
Waste Fee	\$44.10	\$529.20
Admin Fee	\$2.40	\$28.80
Total	\$46.50	\$558.00

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$44.10	\$44.10	\$0.00
Monthly Admin Fee	\$3.00	\$2.40	\$0.60
Monthly Total	\$47.10	\$46.50	\$0.60
Annual Collection Total	\$529.20	\$529.20	\$0.00
Annual Admin Fee	\$36.00	\$28.80	\$7.20
Annual Total	\$565.20	\$558.00	\$7.20
Total Volume	1	1.47	0.47
Total Recycling Capacity	0%	32%	32%

Cafe

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	1	2	3	5.47	\$94.74	\$1,136.88	45%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	
	1	1	2	2		\$74.93	\$899.16	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	1.5	\$3.00	\$4.50	\$54.00

	Monthly Costs	Annual Costs
Waste Fee	\$169.67	\$2,036.04
Admin Fee	\$4.50	\$54.00
Total	\$174.17	\$2,090.04

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	1	1	1.5	5.97	\$54.07	\$648.84	75%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	
	2	1	2	4		\$95.01	\$1,140.12	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1.5	\$2.40	1	\$3.60	\$43.20

	Monthly Costs	Annual Costs
Waste Fee	\$149.08	\$1,788.96
Admin Fee	\$3.60	\$43.20
Total	\$152.68	\$1,832.16

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$169.67	\$149.08	\$20.59
Monthly Admin Fee	\$4.50	\$3.60	\$0.90
Monthly Total	\$174.17	\$152.68	\$21.49
Annual Collection Total	\$2,036.04	\$1,788.96	\$247.08
Annual Admin Fee	\$54.00	\$43.20	\$10.80
Annual Total	\$2,090.04	\$1,832.16	\$257.88
Total Volume	5.47	5.97	0.5
Total Recycling Capacity	45%	75%	30%

Bakery

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	5	10	16	\$302.20	\$3,626.40	38%
Recycling	2	1	3	6		\$142.53	\$1,710.36	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	2	\$3.00	\$6.00	\$72.00

	Monthly Costs	Annual Costs
Waste Fee	\$444.73	\$5,336.76
Admin Fee	\$6.00	\$72.00
Total	\$450.73	\$5,408.76

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	3	6	16	\$180.12	\$2,161.44	63%
Recycling	2	1	5	10		\$237.53	\$2,850.36	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	2	\$2.40	3	\$14.40	\$172.80

	Monthly Costs	Annual Costs
Waste Fee	\$417.65	\$5,011.80
Admin Fee	\$14.40	\$172.80
Total	\$432.05	\$5,184.60

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$444.73	\$417.65	\$27.08
Monthly Admin Fee	\$6.00	\$14.40	-\$8.40
Monthly Total	\$450.73	\$432.05	\$18.68
Annual Collection Total	\$5,336.76	\$5,011.80	\$324.96
Annual Admin Fee	\$72.00	\$172.80	-\$100.80
Annual Total	\$5,408.76	\$5,184.60	\$224.16
Total Volume	16	16	0
Total Recycling Capacity	38%	63%	25%

Daycare

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	2	1	3	3	\$108.14	\$1,297.68	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	2	1.5	\$3.00	\$9.00	\$108.00

	Monthly Costs	Annual Costs
Waste Fee	\$108.14	\$1,297.68
Admin Fee	\$9.00	\$108.00
Total	\$117.14	\$1,405.68

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	1	1	1.5	3.47	\$54.07	\$648.84	57%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	
	1.5	1	1	1.5		\$40.97	\$491.64	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1.5	\$2.40	1	\$3.60	\$43.20

	Monthly Costs	Annual Costs
Waste Fee	\$95.04	\$1,140.48
Admin Fee	\$3.60	\$43.20
Total	\$98.64	\$1,183.68

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$108.14	\$95.04	\$13.10
Monthly Admin Fee	\$9.00	\$3.60	\$5.40
Monthly Total	\$117.14	\$98.64	\$18.50
Annual Collection Total	\$1,297.68	\$1,140.48	\$157.20
Annual Admin Fee	\$108.00	\$43.20	\$64.80
Annual Total	\$1,405.68	\$1,183.68	\$222.00
Total Volume	3	3.47	0.47
Total Recycling Capacity	0%	57%	57%

Small Multi-Family

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	1	2	2.47	\$66.00	\$792.00	19%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	2	\$3.00	\$6.00	\$72.00

	Monthly Costs	Annual Costs
Waste Fee	\$66.00	\$792.00
Admin Fee	\$6.00	\$72.00
Total	\$72.00	\$864.00

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	1	2	2.47	\$66.00	\$792.00	19%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	2	\$2.40	1	\$4.80	\$57.60

	Monthly Costs	Annual Costs
Waste Fee	\$66.00	\$792.00
Admin Fee	\$4.80	\$57.60
Total	\$70.80	\$849.60

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$66.00	\$66.00	\$0.00
Monthly Admin Fee	\$6.00	\$4.80	\$1.20
Monthly Total	\$72.00	\$70.80	\$1.20
Annual Collection Total	\$792.00	\$792.00	\$0.00
Annual Admin Fee	\$72.00	\$57.60	\$14.40
Annual Total	\$864.00	\$849.60	\$14.40
Total Volume	2.47	2.47	0
Total Recycling Capacity	19%	19%	0%

Large Multi-Family

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	3	4	18	24.72	\$528.15	\$6,337.80	27%
Recycling	0.48	14	1	6.72		\$322.84	\$3,874.08	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	3	1.5	\$3.00	\$13.50	\$162.00

	Monthly Costs	Annual Costs
Waste Fee	\$850.99	\$10,211.88
Admin Fee	\$13.50	\$162.00
Total	\$864.49	\$10,373.88

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1.5	2	4	12	24	\$352.10	\$4,225.20	50%
Recycling	1	12	1	12		\$449.40	\$5,392.80	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	2	1.5	\$2.40	4	\$57.60	\$691.20

	Monthly Costs	Annual Costs
Waste Fee	\$801.50	\$9,618.00
Admin Fee	\$57.60	\$691.20
Total	\$859.10	\$10,309.20

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$850.99	\$801.50	\$49.49
Monthly Admin Fee	\$13.50	\$57.60	-\$44.10
Monthly Total	\$864.49	\$859.10	\$5.39
Annual Collection Total	\$10,211.88	\$9,618.00	\$593.88
Annual Admin Fee	\$162.00	\$691.20	-\$529.20
Annual Total	\$10,373.88	\$10,309.20	\$64.68
Total Volume	24.72	24	-0.72
Total Recycling Capacity	27%	50%	23%

Beauty

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	1	\$44.10	\$529.20	0%
Recycling	0	0	0	0		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	1	\$3.00	\$3.00	\$36.00

	Monthly Costs	Annual Costs
Waste Fee	\$44.10	\$529.20
Admin Fee	\$3.00	\$36.00
Total	\$47.10	\$565.20

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	1.47	\$44.10	\$529.20	32%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1	\$2.40	1	\$2.40	\$28.80

	Monthly Costs	Annual Costs
Waste Fee	\$44.10	\$529.20
Admin Fee	\$2.40	\$28.80
Total	\$46.50	\$558.00

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$44.10	\$44.10	\$0.00
Monthly Admin Fee	\$3.00	\$2.40	\$0.60
Monthly Total	\$47.10	\$46.50	\$0.60
Annual Collection Total	\$529.20	\$529.20	\$0.00
Annual Admin Fee	\$36.00	\$28.80	\$7.20
Annual Total	\$565.20	\$558.00	\$7.20
Total Volume	1	1.47	0.47
Total Recycling Capacity	0%	32%	32%

Auto

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	1	2	2.47	\$66.00	\$792.00	19%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	1	2	\$3.00	\$6.00	\$72.00

	Monthly Costs	Annual Costs
Waste Fee	\$66.00	\$792.00
Admin Fee	\$6.00	\$72.00
Total	\$72.00	\$864.00

Proposed Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	2	1	1	2	2.47	\$66.00	\$792.00	19%
Recycling	0.47	1	1	0.47		\$0.00	\$0.00	

	Quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	2	\$2.40	1	\$4.80	\$57.60

	Monthly Costs	Annual Costs
Waste Fee	\$66.00	\$792.00
Admin Fee	\$4.80	\$57.60
Total	\$70.80	\$849.60

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$66.00	\$66.00	\$0.00
Monthly Admin Fee	\$6.00	\$4.80	\$1.20
Monthly Total	\$72.00	\$70.80	\$1.20
Annual Collection Total	\$792.00	\$792.00	\$0.00
Annual Admin Fee	\$72.00	\$57.60	\$14.40
Annual Total	\$864.00	\$849.60	\$14.40
Total Volume	2.47	2.47	0
Total Recycling Capacity	19%	19%	0%

Light Manufacturer

Current Services and Costs

	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	2	1	2	4	\$88.20	\$1,058.40	50%
Recycling	1	2	1	2		\$74.90	\$898.80	

	quantity	Size (CY)	Rate (Per CY)	Cost Per Month	Annual Cost
Admin Fee	2	1	\$3.00	\$6.00	\$72.00

	Monthly Costs	Annual Costs
Waste Fee	\$163.10	\$1,957.20
Admin Fee	\$6.00	\$72.00
Total	\$169.10	\$2,029.20

Proposed Services and Costs

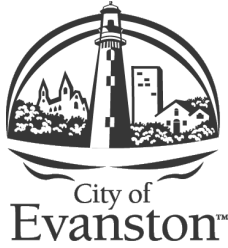
	Container Size (CY)	Number of Containers	Collections Per Week	Volume*	Total Volume	Monthly Costs	Annual Costs	Total Recycling Capacity
Trash	1	1	1	1	4	\$44.10	\$529.20	75%
Recycling	1	3	1	3		\$112.35	\$1,348.20	

	quantity	Size (CY)	Rate (Per CY)	Frequency Per Week	Cost Per Month	Annual Cost
Admin Fee	1	1	\$2.40	1	\$2.40	\$28.80

	Monthly Costs	Annual Costs
Waste Fee	\$156.45	\$1,877.40
Admin Fee	\$2.40	\$28.80
Total	\$158.85	\$1,906.20

Summary

	Current	Proposed	Difference
Monthly Collection Total	\$163.10	\$156.45	\$6.65
Monthly Admin Fee	\$6.00	\$2.40	\$3.60
Monthly Total	\$169.10	\$158.85	\$10.25
Annual Collection Total	\$1,957.20	\$1,877.40	\$79.80
Annual Admin Fee	\$72.00	\$28.80	\$43.20
Annual Total	\$2,029.20	\$1,906.20	\$123.00
Total Volume	4	4	0
Total Recycling Capacity	50%	75%	25%



Date Developed:	March 2016
HR Review Date:	

JOB DESCRIPTION/JOB POSTING
AN EQUAL OPPORTUNITY EMPLOYER M/W/D

DEPARTMENT:	Public Works Agency
DIVISION:	Public Services
POSITION TITLE:	Waste Reduction Coordinator
JOB TYPE:	
PAY GRADE/RANGE:	
FLSA STATUS:	

NATURE OF WORK:

This position will be responsible for implementing programs that support the Evanston Climate Action and Resilience Plan (CARP) Zero Waste by 2050 goal within the operations of the Public Works Agency. The position will primarily focus on administering the City's solid waste contracts, improving the service experience for all solid waste customers in Evanston, increasing recycling and composting opportunities, evaluating existing services and rates to increase service access, etc. This position is not a supervisory position and will work in close coordination with the City's Recycling and Environmental Maintenance Supervisor and their division staff.

This position will serve in the City of Evanston Public Works Agency within the Public Services Bureau and will report directly to the Public Services Bureau Chief. This position will also work closely with the Chief Sustainability & Resilience Officer and other departments as appropriate.

ESSENTIAL FUNCTIONS (Specific assignment will include some or all of the following):

- Leads implementation of the City's Zero Waste section of the Climate Action and Resilience Plan
- Administers the City's solid waste related contracts and agreements including: residential food and yard waste program, commercial solid waste franchise, condo garbage collection and food scrap franchise.
- Ensures waste haulers and contractors are in compliance with relevant City Code and

- contract requirements including report submission, customer service and data reports
- Partners with the Health and Human Services Department to address issues of damaged containers, overflowing containers, litter, leaking vehicles or containers, etc.
- Enforces the City's franchise waste hauling contracts in accordance with City Code.
- Tracks, analyzes and reports community and municipal waste data including supporting waste areas of the City's greenhouse gas emissions inventory
- Works with the Economic Development Division to partner with local business districts to ensure that commercial properties are receiving services as required by the commercial solid waste franchise.
- Develops educational and outreach materials in conjunction with the Community Engagement Division and the Office of Sustainability to better inform the community on effective actions to reduce material use and waste and increase waste diversion.
- Assists with the management of the Evanston recycling program and initiatives.
- Partners with community organizations to develop and implement community waste reduction strategies such as repair clinics, educational workshops, etc.
- Works with Parks & Recreation to ensure the continuation of waste diversion policies & practices for community facilities & events
- Supports implementation of the City's Climate Action and Resilience Plan
- Researches, and applies for, applicable grants in order to further develop and improve the City's environmental sustainability initiatives.
- Assists Public Works Agency with the planning and execution of Evanston's annual Recycling event and other waste reduction and recycling programs.
- Represents the City at external meetings, and reports back to the Director and appropriate Bureau Chiefs on activity of external organizations and committees. May make presentations and/or represent the Public Works Agency at meetings of City Boards and Commissions and civic or professional groups. Required meetings may be held outside of normal business hours.
- Assists, as needed, the Public Works Agency Director and Bureau Chiefs in preparation of presentations and supporting materials for presentation to City Council, Committee meetings, key environmental groups, and/or other special interest groups.
- Performs other duties as assigned.



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Marion Johnson, Housing and Grants Intern
CC: Johanna Nyden, Community Development Director; Sarah Flax, Housing and Grants Manager
Subject: Renewal Contract for Landlord-Tenant Services with Metropolitan Tenants Organization and Lawyers' Committee for Better Housing for October 1, 2020 - December 31, 2021
Date: September 29, 2020

Recommended Action:

The Housing and Homelessness Commission and staff recommend approval of a not to exceed \$87,500 renewal contract with Metropolitan Tenants Organization (MTO) and Lawyers' Committee for Better Housing (LCBH) for landlord-tenant services.

Funding Source:

The funding source is the City's Affordable Housing Fund, 250.21.5465.65497, Landlord-Tenant services. The Affordable Housing Fund currently has an unallocated cash balance of approximately \$2,275,000.

Council Action:

For Action

Summary:

The City contracted with MTO and LCBH for landlord-tenant services from October 1, 2019 through September 30, 2020 for a not to exceed amount of \$70,000. Between October 1, 2019 and June 30, 2020, MTO has handled 305 cases, averaging 34 cases per month. In addition, MTO held three online workshops to provide guidance for tenants and landlords on changes due to COVID-19 that were recorded and are posted on the City's Landlord and Tenant Resources [webpage](#). Two webinars were for renters, one in [English](#) and one in [Spanish](#); the third was for [landlords/property managers](#). To date, the City has paid \$43,656 to MTO for landlord-tenant services.

The proposed renewal contract from MTO/LCBH covers a 15-month period, from October 1, 2020 to December 31, 2021. This is recommended so that the period of service of the

contract will be aligned with the City's fiscal year to facilitate budgeting in future years. MTO/LCBH submitted an application for renewal of its contract with the City for a not to exceed amount of \$87,500. The collaboration between MTO and LCBH results in greater efficiency in service delivery, reduced administrative time spent on intake of clients, and improved data collection and reporting.

The total contract of \$87,500 for a 15-month period is the same on a monthly basis as the current contract of \$70,000 for a 12-month period. Services are divided into a base scope of work and additional services that will be provided as needed. However, cases in the base scope have increased during the current 12-month contract, from an average of 30 cases per month to between 35 and 40 cases per month (see attached reporting). Based on the current issues that include tenants unable to pay rent because of reduced income due to COVID-19 and the future expiration of the moratoriums on evictions of those tenants, cases are not expected to decline, and are more likely to increase. As a result, funding has been increased for the base scope of work from \$10,875 to \$11,700 per quarter.

Base Scope of Work - \$58,500: \$46,000 for MTO and \$12,500 for LCBH, would be paid for in five quarterly installments of \$11,700 in the month following each quarter (January, April, July, and October 2021, and January 2022). The following services are included:

- Operating a free hotline for landlord-tenant inquiries Monday through Friday from 1-5 pm; for callers who call outside of those hours, MTO will return all calls within two business days.
- Responding to landlord-tenant inquiries received through the City's 311 system and the MTO hotline, estimated at 35-40 cases per month.
- Delivering information and assistance to landlords and tenants, including help with writing letters, strategies on how to resolve issues through negotiations, and referrals to other sources.
- Working with the City to maintain current landlord-tenant information on the City's and MTO's websites.
- Coordinating at least two two-hour trainings for Evanston tenants and landlords.
- Working with the City's Property Standards Division RENT program to provide at least one two-hour training for Evanston landlords and/or property managers.

Additional Services - up to \$29,000: would be billed to the City on a quarterly basis as incurred, but not to exceed \$29,000 during the contract period. The following services are included:

- Mediation between landlords and tenants would be provided at the hourly rate per the fee schedule (exhibit A) and billed based on actual hours and applicable reimbursable costs.
- Tenant organizing would be provided at the hourly rate per the fee schedule (exhibit A) and billed based on actual hours and applicable reimbursable expenses per building case, for buildings at which tenants are facing common problems such as a foreclosure, poor maintenance, building security concerns, health hazards, etc.

- Legal representation for low-income Evanston tenants to avoid displacement through evictions and illegal lockouts would be provided and billed at \$120 per hour, plus any reimbursable expenses associated with these cases.

Legislative History:

City Council approved a 12-month contract with MTO/LCBH in a not to exceed amount of \$70,000 in January 2020.

Attachments:

[MTO-LCBH Application-Qualifications Narrative & Fee Schedule](#)

[MTO-LCBH Landlord-Tenant Cases-2019 & Oct 2019-August 2020](#)



1727 S Indiana Avenue, Suite G03
Chicago, IL 60616-1390
Tel: 773/292-4980
Hotline: 773/292-4988
Fax: 773/292-0333
www.tenants-rights.org

August 27, 2020

City of Evanston
Lorraine M. Morton Civic Center
2100 Ridge Road, Room 3203
Evanston, Illinois 60201

To the Housing and Homelessness Commission:

The Metropolitan Tenants Organization (MTO) is happy to submit a proposal to renew our Landlord and Tenants Services contract for the City of Evanston. The Metropolitan Tenants Organization is the largest provider of services to tenants and tenants' organizations in the Chicago Metropolitan area. MTO has been providing services to renters for over 30 years and we believe a good tenant and good landlord can make a difference in ensuring that housing is decent and affordable.

MTO's legal partner, the Lawyers' Committee for Better Housing (LCBH) has been in existence for almost 40 years. They have an equally illustrious history. The agency has defended thousands of tenants in eviction court and helped them to avoid homelessness. Our proposed budget includes \$30,000 for LCBH to provide technical support to MTO and free legal representation and a dvce for Evanston tenants with low and moderate incomes.

Over the past year MTO, LCBH, and the City of Evanston have forged a partnership to preserve affordable housing and stabilize tenants in their homes and communities. The number of tenants and landlords served has been slowly increasing over the past year. We are now handling on average more than 35 cases per month. MTO provides phone counseling, until COVID hit MTO provided in person counseling at the Evanston library on Friday afternoons, three workshops to landlords and tenants (one was in Spanish), and in several cases LCBH provided legal support.

We believe the upcoming year is going to be particularly important as soon the State of Illinois Eviction Moratorium is going to be lifted. This puts potentially hundreds of tenants at risk of eviction and displacement. As you consider our request, we hope that you will find the resources to maintain this program, which, in the long run will reduce other costs by preventing homelessness.

If you have any questions or need further information, please feel free to contact me at 773-292-4980 x 226 or via email at johnb@tenants-rights.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Bartlett', with a stylized flourish at the end.

John Bartlett
Executive Director

Landlord-Tenants Submission City of Evanston, Illinois

The Qualifications and Experience of Organizations :

MTO has been serving residents of Evanston for the past 2.5 year, providing tenants and landlords with information and referrals regarding rental laws of Evanston and the State of Illinois. Metropolitan Tenants Organization (MTO) has three interrelated program areas: Tenant Stabilization, Affordable Housing Preservation, and Advocacy.

Tenant Stabilization works with individual tenants to stabilize their housing situation. Our Tenant Stabilization program includes the Tenants' Rights Hotline, Eviction Prevention Program and the Healthy Homes Program.

The *Tenant's Rights Hotline* serves about 10,000 renters every year. The hotline empowers renters to preserve and stabilize their housing situation by giving tenants tools and support needed to resolve current housing issues. The Hotline makes it easy for tenants to find out the law, know how to communicate with their landlord, document their situation, and most importantly, solve their housing problems. The Hotline also acts as the eyes and ears of the agency. They alert us to emerging issues. The hotline and app serve as portals to MTO's organizing and advocacy programs. All issues are tracked by address. MTO has the capacity to map problems by ward or zip code.

MTO's Eviction Prevention Program provides tenants who are at risk of eviction with services and referrals. In fiscal year 2020, MTO interviewed more than 500 renters who were at risk of eviction and accepted half of them into the program. MTO staff referred 150 of those tenants to legal aid attorneys. Legal service providers accepted 80 percent of the cases and were able to successfully defend the tenants. MTO helped all tenants gather the necessary documents to defend themselves in eviction. We helped almost 75 tenants negotiate and work out deals with their landlord thus avoiding eviction all together. During COVID, this is especially important. We have worked with tenants not only to avoid eviction but to get their rent reduced and new leases signed.

MTO's *Healthy Homes Program (HHP)* provides families with additional assistance to address any home-based health hazards. MTO conducts home inspections to assess the problems, and provides information to tenants to help them identify, correct, and maintain a safe and healthy home. The *HHP* also acts as a means to bridge health care and housing by looking at prevention. MTO has developed partnerships with several agencies, health care providers, and universities, including, Chicago Department of Public Health (CDPH), Sinai Urban Health Institute (SUHI), Loyola University, and funding from US Environmental Protection Agency (EPA). This collaboration works with renters, particularly homes with children, to abate home-based health hazards like asthma triggers and lead.

Affordable Housing Preservation Program (AHPP) at MTO works to stabilize tenants and their connectedness with their communities by preserving affordable housing. MTO works in subsidized and market housing. Low-income renters face a variety of pressures and conditions that can lead to displacement. Deteriorating buildings, poor maintenance, foreclosures, and building owners opting out of affordable contract renewals are all reasons that tenants may be forced to relocate, thus affecting their stability. MTO's AHPP works to help renters address these issues and remain in affordable, stable, safe, and decent housing. For instance MTO worked with a group of senior tenants in Evanston to get elevator services restored. MTO works in 30 to 40 multi-unit buildings every year with new and/or existing tenants' associations.

Tenant Advocacy at MTO is rooted in the organization's vision and values of nurturing the engagement of families advocating on their own behalf for positive change. Sometimes that change means promoting legislative policies and programs. Supporting renting families takes place at all levels from the Tenant Hotline, the Squared Away Chicago app, walk-ins, or networking at community events. Families learn about their housing rights and the interconnectedness to other rights such as health care and civil rights. As tenant leaders increase their skill sets through the experience of asserting their rights, MTO develops opportunities to engage them in city, state, and national policy campaigns. Through MTO renters are able to identify commonalities between their own experiences and those of renters from other parts of the region. They identify common issues and develop campaigns and organizing strategies to move issues forward. Emerging leaders are nurtured with training opportunities, as well as encouragement to take on positions of leadership in broader campaigns for institutional change. Through these campaigns, renting families can meet with government officials and impact public and private rental housing policy. As they participate in broader social justice coalitions in which MTO participates, they experience the successes peoples' movements can have. This experience helps to build momentum and ownership over the process of positive social change.

A survey of MTO's program participants highlights our capacity to work with low-income households and individuals. Almost fifty-five percent of constituents have incomes at or below the poverty line, 71% are African American, 15% are Latino/Hispanic. Seventy-five percent of all people who use MTO's services are women. Fifteen percent of our constituents identify as immigrants and refugees.

Most of the service population lives in Cook County's poorest neighborhoods. Their homes are often in disrepair, with pests, heating problems, leaks, mold, etc. The women in these predominantly female-heading households are often afraid to complain out of fear of eviction and the threat it poses to their families. Moving from home to home is a way of life. Even though moving costs money and harms their children's education, most of these women feel they have no choice.

MTO has the capacity to service Evanston's Spanish speaking population. MTO has 3 bi-lingual Spanish speaking staff. Should other languages be required MTO has relationships that can provide this assistance on an as needed basis. When the COVID pandemic first hit and the Governor issued a moratorium on evictions, MTO provided Spanish speaking residents of Evanston with a workshop on Landlord and Tenants Rights during the pandemic.

MTO provides similar services for the City of Chicago and Cook County in its southern suburbs. For each we provide renters with an information and referral phone help line, organize tenants' associations and host workshops on the tenant laws for the area. MTO has also had several EPA grants to assist renters around healthy homes issues such as lead paint hazards, pest, mold, etc.

Since its founding in 1980, LCBH has provided direct legal assistance for low-income families facing eviction or other serious housing issues. As the needs of renters changed, so did LCBH's services. When Chicago's affordable housing supply rapidly declined, placing more renters at risk of homelessness, LCBH hired a social worker to help keep vulnerable families stable. When the foreclosure crisis placed entire buildings full of tenants at risk of eviction, LCBH intervened, winning settlements that awarded tenants financial damages and time to move. Drawing on its years of experience, LCBH helped to shape policies that protect Chicago's renters, such as the Residential Landlord and Tenant Ordinance (RLTO) and the Keep Chicago Renting Ordinance Eviction (KCRO). This experience uniquely qualifies LCBH to provide consultation to the City of Evanston regarding its landlord-tenant or fair housing brochure as well updates to its human rights ordinance.

LCBH prioritizes case acceptance based on a client's vulnerability to homelessness. Most of LCBH's clients are parents with minor children, seniors, or individuals with disabilities. In 2018, 63% of LCBH's clients receiving non-helpline (foreclosure related) legal services were women; 35% had children under 18 living in the household; and 65% reported an income under \$20,000. Further, 9% of LCBH clients were over 65 years old and 44% identified as a person with a disability or stated that a member of his/her household has a disability.

Program Staff and Managers

MTO has a dedicated and knowledgeable staff. The following positions will be assigned to the program:

Oversight of the program is vested in John Bartlett, MTO's Executive Director with 30-plus years of experience in nonprofit organizations dealing with tenant rights, including 20 years in management capacities at MTO. Mr. Bartlett is a trained professional mediator and for the past 20 years has routinely performed mediations for the US. Postal Service.

Our County Organizer, David Wilson, has worked with the organization for 15 years. He both answers calls from County residents and organizes tenants' associations in the County and the City. Mr. Wilson has organized and presented numerous Landlord and Tenants training seminars throughout his career. He has received high marks from participants for his thoroughness and capacity to relate to participants. Mr. Wilson has also been instrumental in organizing trainings for HUD property managers. More than 80 managers attended his last training. Mr. Wilson is an expert in subsidized housing laws.

Hotline Coordinator, Lolita Davis, has been with the organization for 3 years. Ms. Davis has been through trainings conducted by the Lawyers' Committee for Better Housing and the National Alliance for HUD Tenants. Ms. Davis prepares reports and vouchers.

Our Eviction Prevention Specialist, Phil DeVon, works with tenants facing eviction. An increasing number of tenants have fallen behind in rent since March 1.

Our Hotline Counselor, Miguel Jimenez, is fully English/Spanish bilingual and has been working in service agencies in Chicago for several years.

LCBH staffing includes:

Mark Swartz, Executive Director – Mark has advocated on behalf of Chicago's renters for over a decade. In 2008 he launched LCBH's Tenants in Foreclosure Intervention Project (TFIP) where he developed an early warning system to alert community-based organizers about recent foreclosure filings and sales and released annual data and policy reports on the impact of foreclosure on renters. Under Mark's supervision, LCBH drafted the original version of the ordinance that eventually passed in 2013 known as the Keep Chicago Renting Ordinance that created additional protections for Chicago renters living through foreclosure. Mark's focus is on renters' rights, tenants in foreclosure law, and access to justice issues in eviction court, and he has given numerous presentations to bar associations, law schools, and regional conferences. Mark graduated cum laude from the University of Wisconsin Law School.

Aileen Flanagan, Senior Attorney – Aileen, a graduate of Loyola University Law School, was admitted to practice in May of 2009, and has been with LCBH since 2012. She manages LCBH's Tenants in Foreclosure Helpline, and facilitates training for housing counselors and tenant advocates.

Jonathon Raffensperger, Staff Attorney – Jon represents tenants in eviction court, as well as in other litigation and non-litigation matters that relate to housing conditions and landlord-tenant issues. He is a

graduate of Dartmouth College and the University of Chicago Law School and was admitted to practice in November 2010. Prior to joining LCBH, Jon was a litigation associate in private practice.

Fees

Please see attached sheet

Contract

MTO wishes to negotiate an exception to the insurance requirement of \$5,000,000. See Insurance section in Scope of Service.

M/W/EBE

This is not applicable to MTO as the agency is a nonprofit and has no ownership. MTO's Board would qualify as 60% of MTO's board are people of color and 60% are women.

Project Proposal

The Metropolitan Tenants Organization (MTO) proposes to partner with the Lawyers' Committee for Better Housing (LCBH) to provide Evanston tenants with comprehensive services that will stabilize and improve the living conditions of Evanston renters. MTO and LCBH have been providing tenants with services for well over 30 years. MTO and LCBH have worked together as partners on many projects in the past and present. This partnership will elevate Evanston tenant services to new standards. MTO will be the lead partner in the collaboration.

Currently there are few free legal services available to Evanston renters. Most of these services are only available to subsidized tenants. The vast majority of low-income renters, however, reside in the private rental market. Displacement can have severe consequences for tenants and in many cases can be avoided with minimal legal assistance. MTO and LCBH have instituted an Eviction Prevention Program which has a long-term goal of providing every renter with the service they will need to avoid eviction.

As a result of the COVID pandemic, we are expecting to see a large increase in the number of tenants facing evictions. Estimates vary and some are as high as 30% or renters are behind in rent. Pre-litigation eviction diversion strategies, connecting qualified renters to homeless prevention dollars, and in-court eviction advice and litigation services are all strategies that MTO and LCBH have utilized, and will continue to utilize in this project.

Scope of Services:

Basic:

MTO will operate a free help line for City of Evanston renters and property owners. The helpline will be open from 1 to 5 daily and will answer calls on a first come, first served basis. MTO has the capacity to handle more than 35 cases every month. Callers will receive information that relates to creating a better understanding of and compliance with Evanston's Residential Landlord and Tenants Ordinance. For callers who do not call during helpline hours, MTO will return all calls within 48 hours. MTO will make two attempts to return the call.

Besides verbal information all callers who request it will receive packets of information as follow-up which will include sample letters and information. Information will be sent via mail or email. MTO may also provide additional assistance to tenants and landlords which may include help in writing letters,

strategies on how to resolve issues through negotiations, and referrals to other resources, to assist with health issues, homeless prevention funding, and other resources, depending on the need. Callers can also request written information about the RLTO and sample letters. The Hotline is a first line of defense in efforts to prevent homelessness and maintain Evanston's affordable rental housing.

Callers facing eviction receive follow-up calls to check on the status of their cases, find out if their case was accepted by attorneys, and see if they need additional services such as letter writing or negotiating with the landlord.

MTO has extensive relationships with legal service providers as well as attorneys throughout the region. As a part of the contract MTO will make referrals to the best available free legal assistance provider. MTO is aware that for market rate tenants there are few resources, which is why we are proposing that as a part of this contract, LCBH will provide direct legal services to low-income renters. By providing this service MTO and LCBH can make sure that low-income residents will get the support they will need to avoid displacement. The MTO-LCBH Partnership will streamline legal referrals and reduce displacement, by making sure that renters have the tools and resources to avoid eviction and stay in their homes. MTO will act as a liaison between tenants and attorneys and work with renters to avoid eviction and unwanted displacement. The MTO-LCBH collaboration will decrease intake redundancy, create a smooth handoff of eviction cases, improve data collection, and, in the end, increase tenant stability. Increased stability will have positive effects on both the families and their communities, including effects on education, health, and employment.

MTO will work with the City of Evanston to maintain current Landlord and Tenant information on the City of Evanston's website and MTO's website. MTO is currently investigating whether it is feasible to modify MTO's web app for Chicago to create a web app for Evanston that will contain downloadable and editable letter templates for rent reduction notices, 14-day termination notices, essential service notices, etc. Should it not be possible to change the web app, MTO will post all letters and information on its website, www.tenants-rights.org.

Additional Services:

MTO will organize and provide at least three trainings for Evanston tenants and/or small landlords. MTO plans to provide these trainings online. The trainings will provide an overview of Evanston's Residential Landlord and Tenants Ordinance as well as a questions and answers period to go over individual concerns. MTO will provide all participants with sample letters and other written materials. As a part of this agreement, MTO will organize at least one workshop for property managers and landlords. MTO will work with the City's Property Standards Division to conduct outreach to landlords, particularly small landlords and those with a history or poor performance. MTO will work with Taft West, of Chicago Community Loan Fund, to facilitate the training.

MTO at no cost to the City of Evanston will take part in round tables of service provider networks and Evanston's Continuum of Care. Through participation in these forums MTO will expand outreach efforts to renters and will work to encourage renters to call as soon as problems arise and are thus easier to resolve rather than wait for a crisis to occur, which makes resolving problems more difficult.

On an as needed basis, MTO will provide mediation services for landlords and tenants. MTO's Executive Director is a professional mediator and can handle complex in-person disputes. MTO staff are able to work with tenants to communicate with landlords to develop win-win agreements. MTO will also conduct informal mediations/negotiations over the phone.

When there are building-wide repair or other problems, working with a tenants' association is often the most effective and efficient means of resolving disputes. When tenants call with a problem, they are asked if others in their building are facing a similar problem. A counselor will identify a building for organizing if the majority of tenants are facing a common problem such as a foreclosure, poor maintenance, building security concerns, health hazards, or other issues that may threaten the viability and affordability of the complex. In those cases, MTO's field organizer will help residents form tenant associations, and provide the training and support needed to help resolve the issue(s) threatening the preservation of the building, while also working to keep it affordable.

MTO and LCBH are available to consult with the City of Evanston regarding emerging landlord and tenant issues and help to develop a proactive response that may require programmatic or legislative fixes.

Finally, LCBH's staff attorneys will provide high-quality legal representation to tenants facing housing instability. These services will include eviction defense for low-income renters as well as litigation services to combat retaliation and illegal lockouts. LCBH has extensive experience in this area. In 2018, LCBH provided legal services to 806 client families, serving 1,233 people total. LCBH's services secure positive outcomes, including financial benefits, dismissals, additional time to move, and sealed records.

Without an attorney, renters in eviction court are at a huge disadvantage. In 2017, there were approximately 29,965 eviction filings in Cook County, with many more renters being "informally evicted" by a coercive landlord, poor conditions, or lockouts. LCBH data show that without an attorney, the likelihood that an eviction order will be entered against a tenant is about 62%; with an attorney, it's about 45%. In other words, by having an attorney, tenants decreased their odds of getting an eviction order by about 25%. The benefits of having an attorney are even greater when the tenant is represented by a civil legal aid provider, a non-profit organization that offers free legal help with non-criminal legal issues. 50% of cases where tenants were represented by private attorneys resulted in eviction orders. Legal aid representation resulted in eviction orders only 22% of the time, less than half the rate of their private attorney counterparts.

The impact of eviction has lasting consequences. This is true even for those who paid their rent in a timely manner, but were evicted without cause, or where an eviction suit was merely filed and was either dismissed or adjudicated in favor of the tenant. And since many landlords and housing authorities refuse to take on persons with evictions on their record, families are often forced to relocate to neighborhoods with higher levels of poverty and violent crime, or accept lower quality units.

LCBH attorneys will provide consultation to make sure letters written by tenants to landlords regarding rent reductions, eviction notices, essential services and other issues are consistent with the provisions of Evanston's Landlord Tenant Ordinance. When such letters are not effective at resolving a dispute, LCBH will assess the appropriateness of providing more in-depth legal services.

Scope of Services:

MTO will accept referrals by phone and email from City's 311 system. MTO will also accept referrals from City's website and from all other Evanston sources including governmental and nonprofit entities. MTO will provide onsite counseling in Evanston at a City of Evanston library/meeting space. We will acknowledge all calls with 2 business days and resolve all simple requests within 5 days.

Reporting:

MTO will work with the City of Evanston on a reporting format. Reports are turned in on a monthly basis. MTO can change or update reporting per request of City of Evanston

Tracking and reporting are done primarily through dBase software and Microsoft Excel. MTO has developed mapping capabilities for the City of Chicago. We expect to be able to develop the same for Evanston. The exception to our monthly reporting cycle involves our Tenants Rights Hotline, for which a weekly recap report is a regular Agenda item at our All-Staff Meeting every Friday morning. This schedule recognizes the critical nature of the Hotline to our overall program, and focuses on Hotline staffing (both staff and volunteer), number of calls, and any anomalies in the types of calls (MTO's Hotline calls have historically served as an early warning system on the state of the rental housing market in Evanston).

Additionally, the Hotline/Volunteer Supervisor and the Executive Director/Assistant Director meet no less than monthly to discuss benchmarks and any needed adjustments.

Pricing

Please see attached sheet.

Insurance:

MTO wishes to negotiate the comprehensive general liability requirement discussed in the RFP. MTO believes it creates a hardship to effectively and efficiently perform the services required. Currently, MTO maintains a 1,000,000 combined single limit for each occurrence and can designate the City as Additional Insured. It would cost an additional \$4,000 to increase that to \$5,000,000. It would add unnecessary additional costs to the project, which MTO would have to take on. We already have absorbed some of the costs of the project. We ask for a waiver from this exceedingly high amount of insurance. No other governmental agency including the City of Chicago requires such a large policy.

Exhibit A - Fee Schedule

Fee Summary					
Base Scope of Work					\$58,500.00
Additional Services					\$29,000.00
Total Project Cost:					\$87,500.00
Fee Detail – Basic Scope of Services					
Task 1: Landlord-Tenant Inquiries					
Assigned Staff	Firm Name	Avg. Hourly Rate	Project Hours	Proposed Cost	
Hotline Coordinator	MTO	\$27.00	375	\$26,950.00	
Bilingual Counselor	MTO	\$24.00	250		
Eviction Prevention specialist	MTO	\$27.00	300		
Supervisor	MTO	\$43.00	175	\$7,525.00	
Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)				\$5,000.00	
Lawyers Committee for Better Housing Retainer				\$12,500.00	
Total Proposed Cost - Task 1				\$51,975.00	
Task 2: Landlord/ Tenant/Property Manager Trainings					
Assigned Staff	Firm Name	Avg. Hourly Rate	Project Hours	Proposed Cost	
Eviction and Counselor	MTO	\$25.00	175	\$4,375.00	
Supervisor	MTO	\$43.00	36	\$1,550.00	
Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)				\$600.00	

Total Proposed Cost - Task 2				\$6,525.00
Total Proposed Basic Scope of Services				
				\$58,500.00
Fee Detail – Additional Services				
Task 3: Mediation Services				
Assigned Staff	Firm Name	Avg. Hourly Rate	Project Hours	Proposed Cost
Mediator	MTO	\$43.00	Actual	
Task 4: Tenant Organizing				
Assigned Staff	Firm Name	Avg. Hourly Rate	Project Hours	Proposed Cost
MTO staff plus supervision	MTO	\$27.00	Actual	
Task 5: Legal Representation				
Assigned Staff	Firm Name	Avg. Hourly Rate	Project Hours	Proposed Cost
Mark Swartz	LCBH	\$120.00	Actual	
Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)				Actual
Total Proposed Additional Services Not to Exceed				\$29,000.00

**City of Evanston
MTO/LCBH Landlord-Tenant Cases
Calendar Yr 2019 Oct 2019 - Aug 2020 Comparison**

Category	Description	Calendar Year 2019		Q4 2019		January - August 2020						Oct 2019-Aug 2020			
		Total	% of Cases	Oct-Dec	% of Cases	Jan-Mar	% of Cases	Apr-June	% of Cases	July-Aug	% of Cases	Jan-Aug Total	% of Cases	Total	% of Cases
Maintenance	Any repairs, including heat, building security, common areas, exterior problems	112	29%	22	33%	34	25%	17	17%	19	18%	70	20%	92	22%
Eviction	Nonpayment of rent, 10-day notices, going to court, illegal tenant rent withholding, behind in rent post eviction assistance	23	6%	3	4%	28	20%	17	17%	17	16%	62	18%	65	16%
Notices	Evictions for no cause at the end of lease term, 10-day notices for lease violations	10	3%	0	0%	1	1%	1	1%	5	5%	7	2%	7	2%
Disturbance	Harrasment, noisy neighbors, neighborhood crime, tenant - tenant disputes	33	9%	9	13%	16	12%	9	9%	9	9%	34	10%	43	11%
Security Deposits	Time frame for return of deposits, reasons to withhold portions of the deposit, using the deposit as last month's rent, no return of deposit, security deposit interest	39	10%	9	13%	9	7%	6	6%	8	8%	23	7%	32	8%
Lease	Interpreting lease clauses, what lease clauses are illegal, failure to furnish a tenant with a copy of the lease, discrimination, rent increases, retaliation, landlord entry	88	23%	6	9%	15	11%	28	28%	28	27%	71	21%	77	19%
Early Termination	Breaking a lease, terminating a month-to-month agreement, ending a lease	42	11%	8	12%	15	11%	14	14%	10	10%	39	11%	47	11%
Pests	Bed bugs, roaches, ants, squirrels, mice, rats	12	3%	1	1%	9	7%	2	2%	0	0%	11	3%	12	3%
Utilities	High utility bills, illegal hook ups, charging for water	21	5%	8	12%	9	7%	4	4%	5	5%	18	5%	26	6%
Subleases	Subletting unit to new tenants	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Foreclosure Eviction	Landlord in foreclosure	1	0%	0	0%	1	1%	0	0%	0	0%	1	0%	1	0%
Lock Out	Landlord changes the locks, shuts off the utilities or evicts a tenant without a court order	2	1%	1	1%	1	1%	2	2%	3	3%	6	2%	7	2%
Total		383	100%	67	100%	138	100%	100	100%	104		342	100%	409	100%

Monthly averages:	2019 32	Q4 2019 22	Q1 2020 46	Q2 2020 33	Jul-Aug 2020 35	Jan-Aug 2020 38	Oct 2019-Aug 2020 37
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Memorandum

To: Honorable Mayor and Members of the City Council
 CC: Members of the Planning and Development Committee
 From: Michael Griffith, Development Planner
 CC: Johanna Nyden, Director of Community Development; Scott Mangum, Planning and Zoning Manager
 Subject: Resolution 73-R-20, Approving a Plat of Subdivision for 2404 Ridge Avenue
 Date: September 29, 2020

Recommended Action:

Staff recommends adoption of Resolution 73-R-20 approving a re-subdivision of 2404 Ridge Avenue subject to conditions of approval requiring a 6-foot dedication of land for alley widening, a view easement for the existing landmarked house, disconnection of utility services, and capping and sealing of a well. This item was held at the September 14, 2020, Planning and Development Committee meeting.

Council Action:

For Action

Summary:

The property is zoned R1 Single-Family Residential District. Currently, there is a single-family dwelling and a detached garage which has temporary occupancy for an office. The property has alley access at the southwestern portion of the property. The existing residence and detached garage will be located on Lot 1.

The applicant, Chris Sweitzer, is proposing to re-subdivide the property into 2 lots. The proposed lots will exceed the minimum lot width dimension and lot size requirements.

	Minimum Required	North Lot Lot 1	South Lot Lot 2
Lot Width	35.0'	90.6'	46.8'
Lot Size	7,200 sf	19,781 sf	9,375 sf

The plat of subdivision provides a pedestrian ingress and egress easement on Lot 2 adjacent to the Ridge Avenue right-of-way benefiting Lot 1. The easement covers the existing concrete steps providing pedestrian access to the existing single-family residence located on Lot 1.

The plat of subdivision also provides a vehicular ingress and egress easement on Lot 2 from the alley at the southwest corner of the property to Lot 1. The easement provides vehicular access to Lot 1 from the alley.

The existing single-family residence is a designated local landmark. On November 12, 2019, the Preservation Commission recommended approval (6-1) of the subdivision with the stipulation that the typical front yard setback be increased, such as any new construction on Lot 2 would not obstruct the south wall of the original landmarked residence as seen from Ridge Avenue. The plat of subdivision needs to be revised to indicate this restriction as a view easement on Lot 2.

The attached memo from the Public Works Agency provides comments related to utilities and an existing well located on the property.

Due to the angle of the north/south alley with the east/west alley at the southwest corner of the property the alley needs to be widened in order to allow sanitation trucks to make the turn at this intersection. The plat of subdivision needs to be revised to provide a land dedication that needs to be at least 6' wide along the alley, approximately 320 square feet, per the Director of Public Works and City Code Section 4-11-1(B)1. This dedication will increase the width of the 10-foot east/west alley to 16-feet until it meets the east edge of the north/south alley as extended north.

If Resolution 73-R-20 is adopted, City staff can sign a revised Plat of Subdivision mylar that meets the conditions of approval.

Attachments:

[Resolution 73-R-20, Approving a Plat of Subdivision for 2404 Ridge Ave](#)
[Public Works Agency Director memorandum dated August 24, 2020](#)

**73-R-20
A RESOLUTION**

**Approving a Plat of Subdivision for
2404 Ridge Avenue**

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 subdivide the property located at 2404 Ridge Avenue, 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 Subdivision, attached hereto as Exhibit B and incorporated herein by reference, subject to the following conditions:

- (A)** Per the Director of Public Works and City Code Section 4-11-1(B)1, the revised Plat shall include a land dedication (hereby dedicated) to the City of 6-feet in width along the alley, approximately 320 square feet total. The

dedication will increase the width of the 10-foot East/West alley to 16-feet until it meets the East edge of the North/South alley as extended North.

- (B) Per the November 12, 2019 Preservation Commission recommendation, the plat shall include a view easement and restriction on Lot 2 increasing the front yard setback such as any new construction on Lot 2 would not obstruct the south wall of the original landmarked home as seen from Ridge Avenue.
- (C) The location of the existing sewer service shall be identified by the Owner. If the existing sewer service for Lot 1 runs through Lot 2, a new service shall be relocated to Lot 1, and the existing service shall be capped at the sewer main. When Lot 2 is developed, it will require its own dedicated sewer service connected to the 12" sewer main located within Ridge Avenue.
- (D) Evidence shall be provided that the well north of the existing house has been capped and sealed per City Code section 7-12-3(A).

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.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

Adopted: _____, 2020

EXHIBIT A

Legal Description

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

PIN: 11-07-108-004-0000

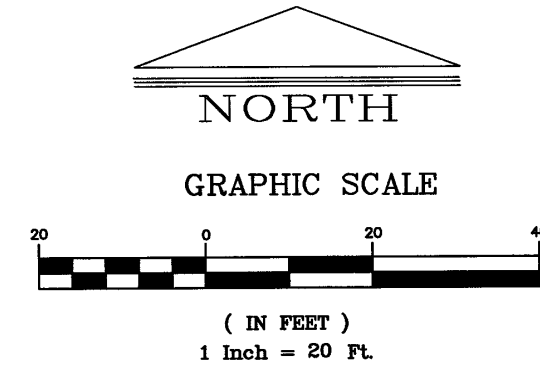
COMMONLY KNOWN AS: 2404 Ridge Avenue, Evanston, Illinois.

EXHIBIT B

Plat of Subdivision

RICHARD J. SWEITZER SUBDIVISION

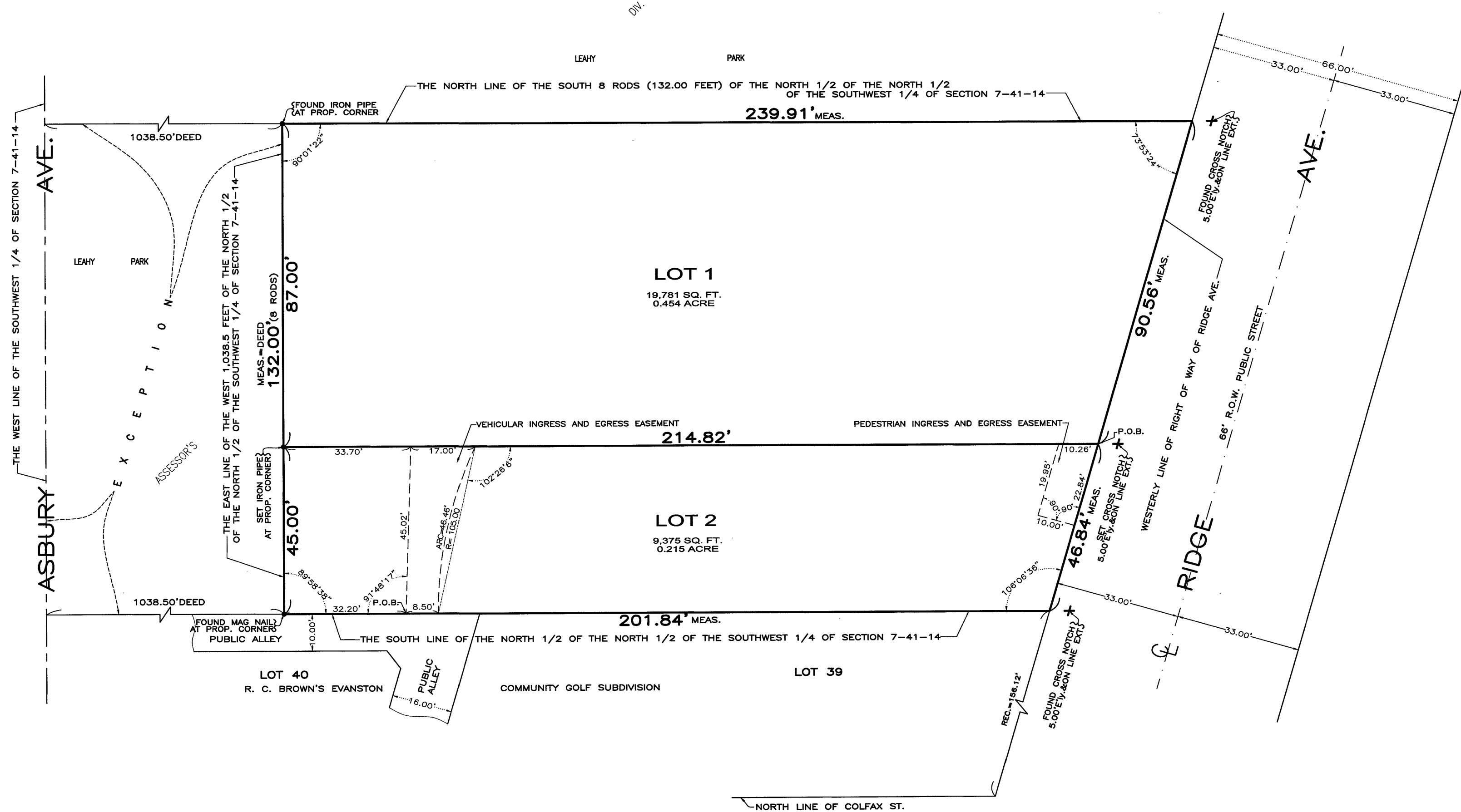
THE SOUTH 8 RODS OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST 1/4 LYING WEST OF RIDGE AVENUE IN SECTION 7, TOWNSHIP 41, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 1038.5 FEET MEASURED FROM THE WEST LINE OF SECTION 7 IN COOK COUNTY, ILLINOIS).



PROFESSIONALS ASSOCIATED SURVEY, INC.
PROFESSIONAL DESIGN FIRM NO. 184-003023
7100 N. TRIPP AVE., LINCOLNWOOD, ILLINOIS 60712
TEL. (847) 675-3000 FAX (847) 675-2167
E-mail: pa@professionalsassociated.com
www.professionalsassociated.com

PERMANENT INDEX NUMBER:
11-07-108-004-0000

SUBMITTED BY AND RETURN PLAT:
CITY OF EVANSTON
DEPARTMENT OF COMMUNITY DEVELOPMENT
2100 RIDGE AVENUE
EVANSTON, ILLINOIS 60201



A VEHICULAR INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 IN RICHARD J. SWEITZER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST 1/4 LYING WEST OF RIDGE AVENUE, OF SECTION 7, EXCEPT THE WEST 1038.5 FEET THEREOF, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 IN AFORESAID RICHARD J. SWEITZER SUBDIVISION DISTANT 22.20 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF, BEING ALSO A POINT ON THE NORTH LINE OF A PUBLIC ALLEY; THENCE NORTHERLY ALONG A LINE MAKING AN ANGLE OF 81 DEGREES 48 MINUTES 17 SECONDS, MEASURED CLOCKWISE, WEST TO NORTHERLY FROM THE AFORESAID SOUTH LINE OF LOT 2, A DISTANCE OF 45.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2 DISTANT 33.70 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE SAID NORTH LINE OF LOT 2, A DISTANCE OF 17.00 FEET TO A POINT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 105.00 FEET, AND A CHORD MAKING AN ANGLE OF 102 DEGREES 26 MINUTES 06 SECONDS MEASURED CLOCKWISE, EAST TO SOUTHERLY FROM THE LAST DESCRIBED COURSE EXTENDED, AN ARC DISTANCE OF 46.45 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF LOT 2; THENCE WEST ALONG THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED.

A PEDESTRIAN INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 IN RICHARD J. SWEITZER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST 1/4 LYING WEST OF RIDGE AVENUE, OF SECTION 7, EXCEPT THE WEST 1038.5 FEET THEREOF, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN AFORESAID RICHARD J. SWEITZER SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, BEING ALSO ALONG THE WESTERLY LINE OF RIDGE AVENUE, A DISTANCE OF 22.84 FEET; THENCE NORTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.00 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.95 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 2 DISTANT 10.26 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG THE SAID NORTH LINE OF LOT 2, A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED.

INGRESS AND EGRESS EASEMENTS
A VEHICULAR INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 IS PLOTTED HEREON AND DESIGNATED VEHICULAR INGRESS AND EGRESS EASEMENT. A PEDESTRIAN INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 IS PLOTTED HEREON AND DESIGNATED PEDESTRIAN INGRESS AND EGRESS EASEMENT.

PROPERTY OWNER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ DO HEREBY CERTIFY THAT I AM THE
TITLE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON, AND THAT I
HAVE CAUSED THE SAME TO BE SURVEYED FOR THE PURPOSE OF SUBDIVIDING
IT INTO TWO (2) LOTS, AS SHOWN HEREON.
DATED THIS _____ DAY OF _____ A.D., 20____
OWNER _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ A NOTARY PUBLIC, IN
AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THE
PERSON WHOSE NAME IS PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS
OWNER OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS
DAY IN PERSON AND ACKNOWLEDGED THAT S/HE SIGNED AND DELIVERED THE
SAME INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT, FOR THE
USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF
_____ A.D., 20____

NOTARY PUBLIC

LAND SURVEYOR

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, HYLTON E. DONALDSON, AN ILLINOIS PROFESSIONAL SURVEYOR NO. 035-002819
DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE FOLLOWING DESCRIBED
PROPERTY FOR THE PURPOSE OF SUBDIVIDING IT INTO TWO (2) LOTS AS SHOWN
HEREON:

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

IT, FURTHER CERTIFIES THAT THIS PROPERTY IS SITUATED IN ZONE X, AREA
DETERMINED TO BE OUTSIDE THE 0.25 ANNUAL CHANCE FLOODPLAIN PER FLOOD
INSURANCE RATE MAP NO. 17031C0270J, EFFECTIVE DATE AUGUST 19, 2008.
IT, FURTHER CERTIFIES THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN
IN WITHIN THE CITY OF EVANSTON, WHICH HAS ADOPTED A CITY
COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY
MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY
SURVEYS.
FIELD WORK COMPLETED THIS 23rd DAY OF JUNE A.D., 20 20__

HYLTON E. DONALDSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002819

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ COOK CLERK DO NOT FIND ANY
DELINQUENT GENERAL TAXES UNPAID, CURRENT GENERAL TAXES DELINQUENT,
SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST
THE TRACT OF LAND IN THE ABOVE PLAT.
DATED THIS _____ DAY OF _____ A.D., 20____
COUNTY CLERK _____

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
APPROVED BY THE COUNCIL OF THE CITY OF EVANSTON, ILLINOIS, AT A
MEETING HELD ON THE _____ DAY OF _____ A.D., 20____
IN WITNESS WHEREOF, I SET MY HAND AND AFFIX THE CORPORATE SEAL OF
SAID CITY, THIS _____ DAY OF _____ A.D., 20____
CITY CLERK _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ CITY COLLECTOR OF THE CITY
OF EVANSTON, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED
INSTALLMENTS THEREON THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF
LAND INCLUDED IN THIS PLAT OF SUBDIVISION.
DATED THIS _____ DAY OF _____ A.D., 20____
CITY COLLECTOR _____

ZONING ADMINISTRATOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
APPROVED THIS _____ DAY OF _____ A.D., 20____
ZONING ADMINISTRATOR _____

ZONING ADMINISTRATOR

STATE OF ILLINOIS)
COUNTY OF COOK) SS
DIRECTOR OF PUBLIC WORKS AGENCY
APPROVED THIS _____ DAY OF _____ A.D., 20____
PUBLIC WORKS _____

CORPORATION COUNSEL

APPROVED THIS _____ DAY OF _____ A.D., 20____
CORPORATE COUNSEL _____

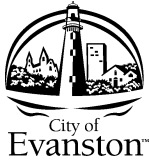
MORTGAGEE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ AS MORTGAGEE UNDER THE
PROVISIONS OF A CERTAIN MORTGAGE RECORDED IN THE RECORDER'S OFFICE
OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. _____
DOES HEREBY CONSENT TO THE PLAT OF SUBDIVISION HEREON DRAWN.
DATED THIS _____ DAY OF _____ A.D., 20____
ATTEST _____ ASST. SECRETARY'S SIGNATURE _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ A NOTARY PUBLIC, IN AND
FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH APPEARED BEFORE ME
THIS DAY IN PERSON AND ACKNOWLEDGED THAT S/HE SIGNED AND DELIVERED
THE SAME INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT, AND AS
THE FREE AND VOLUNTARY ACT OF SAID COMPANY, NOT INDIVIDUALLY BUT
SOLELY AS MORTGAGEE, AS AFORESAID, FOR THE USES AND PURPOSES
THEREIN SET FORTH, AND THAT S/HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID
COMPANY, DID AFFIX THE CORPORATE SEAL TO THE SAID INSTRUMENT AS
HIS/HER OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY
ACT OF SAID COMPANY, AS MORTGAGEE, AS AFORESAID, FOR THE USES AND
PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF
_____ A.D., 20____

NOTARY PUBLIC



Memorandum

To: Johanna Leonard, Community Development Director

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

Subject: Subdivision of 2404 Ridge Avenue
Public Works Director Report

Date: August 24, 2020

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 new subdivision located at 2404 Ridge Avenue.

Right-of-Way to be Dedicated to the City of Evanston

The property owner shall dedicate land to the City of Evanston in the southwest corner of the existing property adjacent to the alley. Per the Director of Public Works and City Code Section 4-11-1(B)1, the revised Plat shall include a land dedication (hereby dedicated) to the City of 6-feet in width along the alley, approximately 320 square feet total. Due to the angle of the North/South alley with the East/West alley it is imperative that the alley be widened in order to allow sanitation trucks to make the turn at this intersection. The dedication will increase the width of the 10-foot East/West alley to 16-feet until it meets the East edge of the North/South alley as extended North. The final limits of the land dedication shall be approved by the Director of Public Works. The property owner shall incorporate this land dedication into the plat of subdivision at their own cost.

Infrastructure Easements to be Granted to the City of Evanston

None.

Public Improvements to be Constructed on Behalf of the City of Evanston

Sewer: The location of the existing sewer service will need to be identified by the Owner. If the existing sewer service for Lot 1 runs through Lot 2, a new service will need to be relocated to Lot 1, and the existing service will need to be capped at the sewer main. When Lot 2 is developed, it will require its own dedicated sewer service connected to the 12" sewer main located within Ridge Avenue.

Water: The survey plat shows a well north of the existing house. Per the Evanston city code, Section 7-12-3:

“...The drilling of wells for use as a potable or nonpotable water source, including for irrigation, is prohibited within the City...”

Therefore, the property owner must provide proof that the well has been appropriately capped and sealed prior to the subdivision of the property.

When Lot 2 is developed, it will require its own dedicated water service connected to the 12” water main located within Ridge Avenue.

Bond Requirements to Guarantee Future Infrastructure Improvements

None.

Other Requirements

None.



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Cade Sterling, Planner I
CC: Johanna Nyden, Community Development Director; Scott Mangum, Planning and Zoning Manager
Subject: Ordinance 80-O-20, Granting a Special Use Permit for a Cannabis Transporter Business Located at 1701 Howard Street in the C1 Commercial District ("MJA Chicago LLC")
Date: September 29, 2020

Recommended Action:

The Zoning Board of Appeals and staff recommend adoption, with conditions, of Ordinance 80-O-20 granting a Special Use for a Cannabis Transporter, MJA Chicago LLC, in the C1 Commercial District located at 1701 Howard Street. The applicant has complied with all zoning requirements and meets all Standards for Special Use for this zoning district.

Council Action:

For Action

Summary:

Site Background

1701 Howard Street is a large lot improved with a single-story service station. The lot currently lacks appropriate access management with three large curb cuts, two on Howard Street and one on Dewey Avenue, as well as unnecessary permeability from the north alley adjacent to residential properties. Additionally, there is no current separation between the large open asphalt lot and the sidewalk adjacent to Howard Street. The subject property is located on the northwest corner of Howard Street and Dewey Avenue. The closest major cross street is Dodge Avenue one block to the west.

Proposal

The applicant proposes operating MJA Chicago LLC, a Cannabis Transporter, at 1701 Howard Street.

The Zoning Ordinance defines Cannabis Transporter as:

An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

MJA Chicago plans minor exterior and interior modifications to the current structure at 1701 Howard Street to facilitate its transporting operations. Alterations include enclosing two of the existing five garage bays to create usable office space, painting and a community mural, minor re-pointing of the building, roof repairs, removal of the existing pole sign on Howard Street, and removal of two curb-cuts and a significant portion of asphalt to enable a five-foot wide landscape transition area between the sidewalk and any open parking areas. No cannabis will be present or stored on-site. The location will serve as a staging area, office, and vehicle storage facility for daily point-to-point transportation of cannabis and cannabis-infused products between cultivators and other cannabis businesses. No increase in traffic will occur at this location as vehicles will leave the facility once per day in the morning and arrive for overnight storage once in the evening. MJA Chicago has the capacity to store up to nine vehicles inside the location. No storage of vehicles will occur outside the facility. Although no cannabis or cannabis-infused products will be on-site, the facility will have on-site security, a dedicated security office, and facial recognition cameras located at entry points and within the interior of the space.

The proposed use complies with all applicable distance requirements, not being within one thousand five hundred (1,500) feet of another cannabis transporter or cannabis-related business or within five hundred (500) feet of a pre-existing public or private educational institution that is an elementary, middle, or high school, as measured from lot line to lot line. The applicant shall comply with the prescribed hours of operation as outlined in Section 6-4-11-8 of the Zoning Ordinance. Operation shall only be permitted between the hours of 8:00am and 8:00pm, seven days per week.

Ordinances Identified for Requested Relief:

The following uses may be allowed in the C1 Commercial District, subject to the provisions set forth in Section 6-10-2-3, "Special Uses," of this Title: *Cannabis Transporter (among other listed uses)*

Comprehensive Plan:

The Evanston Comprehensive General Plan encourages the utilization of vacant and underutilized businesses along existing commercial corridors that can add sales tax revenue and encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses in order to strengthen Evanston's economic base.

MJA Chicago will occupy a recently vacated commercial building along a primary commercial corridor. The proposed use is low in intensity and although the inactive use may not be ideal in most settings, it will allow for significant improvement to an existing structure and lot while minimally interfering with adjacent residential uses in both Evanston and Chicago.

Legislative History:

Design and Project Review (DAPR) Discussion and Recommendation:

On July 15, 2020, the Design and Project Review Committee found the proposal to be an appropriate use for the C1 Commercial District and voted unanimously to recommend approval to the Zoning Board of Appeals with the following conditions:

1. Implementation of the proposed façade and building improvements included in the documents and testimony on record for this case.
2. Removal of the pole sign on Howard Street
3. Continue working with City Staff to develop and implement a plan for improved access management including closure of two curb-cuts and creation of a five-foot wide landscape transition area between the sidewalks adjacent to Howard Street and Dewey Avenue and the subject property.

Zoning Board of Appeals (ZBA) Discussion and Recommendation:

On July 21, 2020, a majority of ZBA members present found the proposal to be appropriate and recommend approval (5-1) with the following conditions:

1. Applicant shall submit an updated site plan that shows a larger landscape bed at the front sidewalk, stripe parking for employees, and show location for beautification of the property prior to City Council.
2. Special use is not transferable to any subsequent owner or user.
3. Installation of a community mural required and preferred on the front-facing façade of the building.
4. Hours of operation shall not exceed 8am - 8pm 7 days a week.

Notably, the majority of members present found the proposed use to be of less intensity than the previous and subsequently less impactful to proximate residential properties. Members applauded the efforts of the applicant to improve the buildings aesthetic and to create community-centered displays of art. Several members of the public spoke in opposition to the proposal. Most had misunderstood the use, fearing that cannabis products would be present on-site. The applicant reassured the Board members and members of the public present, that no cannabis would be present on-site and the business would offer point-to-point transportation between cultivation centers and dispensaries – leaving the 1701 Howard location empty and returning empty.

Update:

Since the July 21 ZBA meeting, the applicant has worked with Planning and Zoning Division staff and provided a revised site-plan (attached) which addresses conditions #1 and #3 above. The applicant now proposes a community mural at a highly visible location at the rear of the property and proposes additional community art in a landscaped area between the east facade of the structure and Dewey Avenue.

Attachments:

[Ordinance 80-O-20, 1701 Howard Special Use Permit Cannabis Transporter](#)
[1701 Howard Street Site Plan](#)
[Findings For Special Use for 1701 Howard St](#)

[Draft ZBA Minutes Excerpt, July 21, 2020](#)

80-O-20

AN ORDINANCE

**Granting a Special Use Permit for a Cannabis Transporter Business
Located at 1701 Howard Street in the C1 Commercial District
("MJA Chicago, LLC")**

WHEREAS, the Zoning Board of Appeals ("ZBA") met on July 21, 2020, pursuant to proper notice, to consider case no. 20ZMJV-0035, an application filed by Adam Zats (the "Applicant"), proprietor of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1701 Howard Street (the "Subject Property") and located in the C1 Commercial District, for a Special Use Permit to establish, pursuant to Subsection 6-10-2-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Cannabis Transporter business 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 Cannabis Transporter business 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 September 14, 2020, 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 approved the application in case no. 20ZMJV-0035; and

WHEREAS, at its meetings of September 14 and September 28, 2020, 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 Cannabis Transporter business on the Subject Property as applied for in case no. 20ZMJV-0035.

SECTION 3: Pursuant to Subsection 6-3-5 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 6-3-5 of the Zoning Ordinance:

- A. 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.
- B. Applicant shall submit an updated site plan that shows a larger landscape bed at the front sidewalk, stripe parking for employees, and show location for beautification of the property prior to City Council.
- C. Special use is not transferable to any subsequent owner or user.
- D. Installation of a community mural required and preferred on the front-facing façade of the building.
- E. Hours of operation shall not exceed 8am - 8pm 7 days a week.

F. 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: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

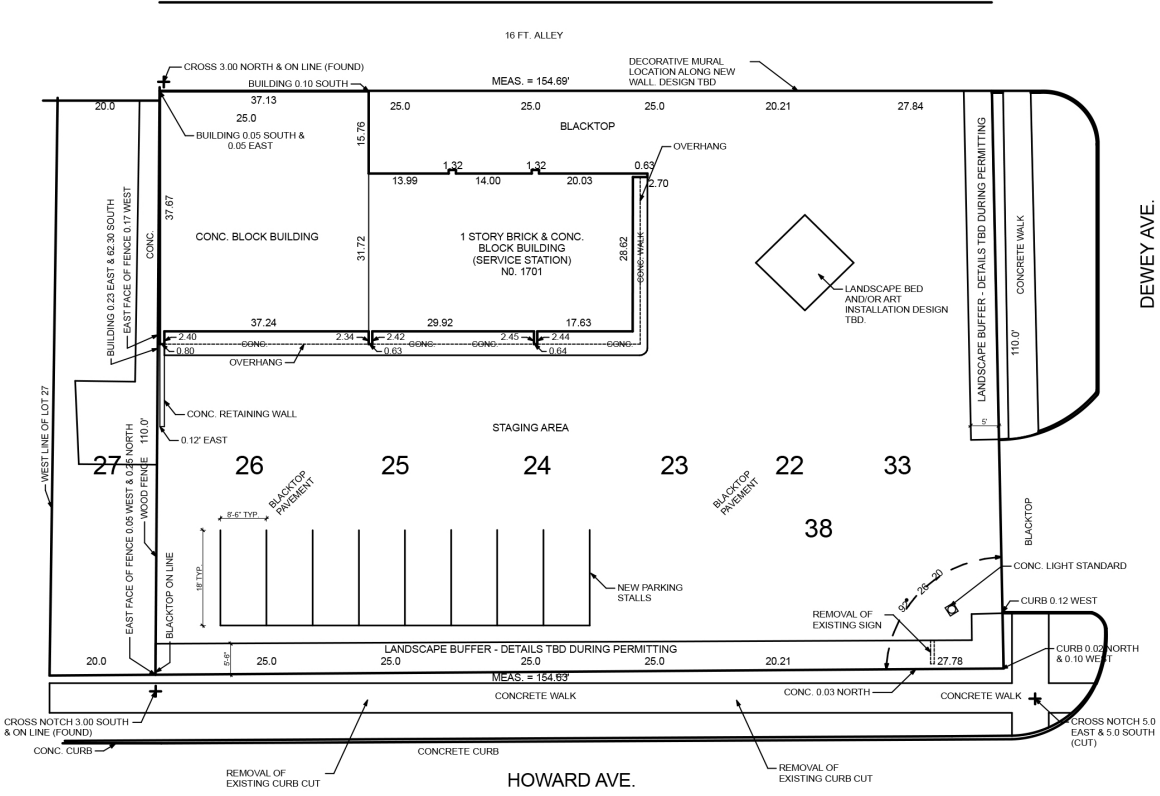
EXHIBIT A

LEGAL DESCRIPTION

Lots 22, 23, 24, 25, 26 and 27 except the west 20 feet thereof in Tenne's Subdivision of the South West quarter of the North East quarter of Section 25, Township 41 North, Range 13; Also East quarter of Section 25, Township 41 North, Range 13; Also Lot 30 In Tenne's Subdivision in the South West quarter of the North East quarter of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian.

PIN: 10-25-220-159-0000; 10-25-220-067-0000

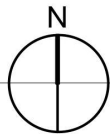
COMMONLY KNOWN AS: 1701 Howard Street, Evanston, Illinois.



1
A-1

SITE PLAN

SCALE: 1/32" = 1'-0"



SERVICE STATION
1701 HOWARD ST.
EVANSTON, IL 60202

Title
SITE PLAN

Scale
1/32" = 1'-0"

Date
8/7/2020

Dwg. No.
A-1



FINDINGS

FOR STANDARDS OF
SPECIAL USE PERMITS

In the case of

Case Number: 20ZMJV-0035
Address or Location: 1701 Howard Street
Applicant: Adam Zats, MJA Chicago LLC
Proposed Special Use: Cannabis Transporter

After conducting a public hearing on July 21, 2020, 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:

<u>Standard</u>	<u>Finding</u>
(A) It is one of the special uses specifically listed in the zoning ordinance;	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met Vote 6-0
(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;	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met Vote 6-0
(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;	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met Vote 6-0
(D) It does not interfere with or diminish the value of property in the neighborhood;	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met Vote 5-1

PLANNING AND ZONING DIVISION ☎ 847-448-8230
 Community Development Department
 2100 Ridge Ave., Rm. 3202 Evanston, IL 60201

✉ zoning@cityofevanston.org
 🌐 www.cityofevanston.org/zoning

(E) It can be adequately served by public facilities and services	<u> X </u> Met <u> </u> Not Met Vote 6-0
(F) It does not cause undue traffic congestion;	<u> X </u> Met <u> </u> Not Met Vote 6-0
(G) It preserves significant historical and architectural resources;	<u> X </u> Met <u> </u> Not Met Vote 6-0
(H) It preserves significant natural and environmental features; and	<u> X </u> Met <u> </u> Not Met Vote 6-0
(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.	<u> X </u> Met <u> </u> Not Met Vote 6-0

and, based upon these findings, and upon a vote

 5 in favor & 1 against

Recommends to the City Council

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

1. Applicant shall submit an updated site plan that shows a larger landscape bed at the front sidewalk, stripe parking for employees, and show location for beautification of the property prior to City Council.
2. Special use is not transferable to any subsequent owner or user.
3. Installation of a community mural required and preferred on the front-facing façade of the building
4. Hours of operation shall not exceed 8am - 8pm 7 days a week
5. Proposal to be implemented in substantial compliance with the documents and testimony on record.

Attending:

 X Max Puchtel
 X Myrna Arevalo
 X Jill Zordan
 X Violetta Cullen
 X Lisa Dziekan
 Mary McAuley
 X Kiril Mirintchev

Vote:

<i>Aye</i>	<i>No</i>
<u> X </u>	<u> </u>
<u> X </u>	<u> </u>
<u> </u>	<u> X </u>
<u> X </u>	<u> </u>
<u> </u>	<u> </u>
<u> X </u>	<u> </u>
<u> X </u>	<u> </u>



DRAFT NOT APPROVED

MEETING MINUTES
ZONING BOARD OF APPEALS
Tuesday, July 21, 2020
7:00 PM
Via Virtual Meeting

Members Present: Violetta Cullen, Myrna Arevalo, Kiril Mirintchev,
Jill Zordan, Lisa Dziekan , Max Puchtel

Members Absent: Mary McAuley

Staff Present: S. Mangum, M. Klotz, C.W. Sterling

Presiding Member: Violetta Cullen

Declaration of Quorum

With a quorum present, Chair Cullen called the meeting to order at 7:00 p.m.

Suspension of Rules for digital meeting

Ms. Zordan motioned to suspend the rules to permit members to convene via virtual meeting. Second by Ms. Arevalo and approved 6-0.

Minutes

Ms. Dziekan motioned to approve the meeting minutes of June 16, 2020. Second by Mr. Mirintchev and approved 6-0.

1701 Howard Street

ZBA 20ZMJV-0035

Adam Zats, applicant, submits for a special use for Cannabis Transporter, MJA Chicago LLC, in the C1 Commercial District (Zoning Code Section 6-10-2-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record.

Adam Zats explained the proposal:

- Proposes to upgrade the look of the property
- BZ has been in the family for 40 years
- Point to point delivery system from distributor (ie. one is in Aurora) to 3-4 dispensaries
- No cannabis on site or at the transport facility ever in any way
- Submitted updated site plan that closes off the two Howard St. curb cuts and adds landscaping parallel to the sidewalk as suggested by DAPR
- Space for 6-9 vehicles inside but will start with 2 vehicles
- All vehicles are stored indoors overnight
- Motion sensors, cameras, retina scanners for safety and security
- Plan to give back 5% of proceeds to Evanston and have murals painted on the back of the building where there is graffiti

Page 1 of 4
Zoning Board of Appeals

- Pending approval of the state license
- Normal 8am-5pm operations for drivers. Office will be staffed with four dispatchers and a security guard from 7:30am-6pm, M-F
- Back of property is a brick wall so the alley will remain unused

Ms. Zordan asked why the high level of security is needed if there is no cannabis onsite, and the applicant responded that the security is based on what is required by the State. Applicant states that in his professional opinion the degree of security is unnecessary, but they will meet state requirements.

Mr. Mirintchev asked where the employees will park their own vehicles when they arrive at work, and the applicant responded there is ample space in the parking lot although it isn't striped to delineate individual spaces.

Mr. Mirintchev asked if the entire area from the landscape bed to the sidewalk can all be landscaped and the applicant responded yes that can be done. Also the front facade will be improved by removing two vehicle doors and adding at least one window and stucco.

Mr. Puchtel asked how the State license works with timing and what will happen if the State license is not granted, and the applicant responded that the State requires the special use approval prior to license awarding. The date for license awarding is unknown. If not granted a State license, the building will still be fixed up as described.

Gloria Clunie, 1620 Dobson - explained BZ does sometimes have too many vehicles around and is somewhat blighted. There are also good things about BZ. The concern is that vehicles will now exit only onto Dewey and into the neighborhood. Will the kids who graffiti the building think there is cannabis inside anyway? Will the business model change within the first 5 years if successful? What signage will there be?

The applicant responded the plan is to grow to 6-9 employees and if more successful than that would move to a larger location. The end goal not for this location, but for his business, is for an Uber Cannabis delivery business. Vehicles that exit onto Dewey will exit south and get to Howard. Signage will not state anything about cannabis so as not to attract attention to the property.

Ms. Zordan asked Ms. Bond Clunie if she received the post card notice and she replied yes but is surprised more neighbors are not at the meeting and asked if there will be additional meetings. Ms. Klotz responded that she spoke to roughly 10 neighbors who originally had concerns about the proposal but no longer did after learning there would never be cannabis on site. If the special use is recommended tonight, the case will move on to meetings at the Planning & Development Committee and City Council.

Ms. Bond Clunie asked if there is a more appropriate use for the property since the property is within a neighborhood.

Resident at 1710 Dobson stated she received notification twice, and appreciates BZ painting over the graffiti continuously. The proposal will be an improvement to the property and there will be fewer cars in the parking lot. Cameras facing the alley will help and reduce dumping.

Carlis Sutton, 1821 Darrow, stated the business shouldn't be in a neighborhood and will become a nuisance property as people break in when seeing cannabis signs (no cannabis signs are proposed).

Deliberation:

Ms. Dziekan stated the proposal improves multiple things on the property and traffic flow.

Mr. Mirintchev stated the use is less impactful than the current business but landscaping and parking lot striping are needed.

Ms. Zordan wished there was more information from DAPR regarding landscaping and parking striping improvements.

Ms. Zordan and Mr. Puchtel agreed that the perception of the use may not be compatible to the nearby residential. Beautifying the property with things like a mural will help change the perception.

Ms. Arevalo stated the use is appropriate but the parking and beautification details for the property are needed. Chair Cullen agreed.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes (JZ, No)
5. Yes
6. Yes
7. NA
8. NA
9. Yes

Motion to recommend approval by Ms. Dziekan, seconded by Ms. Arevalo

Conditions Include:

1. Applicant shall submit an updated site plan that shows a larger landscape bed that goes to the front sidewalk and stripe parking for employees, and beautification details for the property prior to City Council.
2. Special use is not transferable to any other owner or user.
3. Mural required and preferred on the front-facing facade
4. Maximum hours of operation shall not exceed 8am - 8pm 7 days a week
5. Proposal be implemented in substantial compliance with the documents and testimony on record

Ms. Zordan noted Standard 4 is not met because the property is blighted due to the current owner letting it get that way so any improvement is because it previously lacked maintenance.

Recommended for approval 5-1

Adjourned 8:42pm



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Meagan Jones, Neighborhood and Land Use Planner
CC: Johanna Nyden, Community Development Director; Scott Mangum, Planning and Zoning Manager
Subject: Ordinance 84-O-20, Granting a Map Amendment at 1910-1946 Orrington Ave and 714-716 Foster St., to rezone from the R4a General Residential District to R1 Single-family Residential District
Date: September 29, 2020

Recommended Action:

The Plan Commission recommends denial of a Zoning Map Amendment, Ordinance 84-O-20, to rezone properties located at 1910–1946 Orrington Avenue and 714-716 Foster Street from the R4a General Residential District to the R1 Single-Family Residential District.

Council Action:

For Action

Summary:

1910–1946 Orrington Ave. and 714-716 Foster St. currently consist of a mix of largely single-family homes, along with a two-unit building, a multi-family building, and a licensed rooming house. The R4a District's Purpose Statement is:

The R4a general residential district is intended to protect the residential character of this district by providing for a mix of residential types at a medium density in terms of number of dwellings and mass of structures compatible with the single-and two-family detached structures which predominate in this district.

This portion of Orrington Avenue and Foster Street is surrounded by R1 Single-Family residential to the north, R5 General Residential across the adjacent alley to the west, R5 and U1 University Housing District to the south, and T1 and T2 Transitional Campus Districts to the east. There is Northwestern University Housing to the south with additional University housing and administrative buildings to the east. North of this area are single-family residences and to the west is a majority of multi-family residential properties.

The properties have had higher density zoning designation for several decades. Review of previous Zoning Maps find the following previous Zoning designations: 1962 (R6); 1972 (R5); 1981 (R5); 1993 (R4); 2006 (R4a). These properties are also located within the federally and locally designated Northeast Historic District. Typically, this means that any proposed significant exterior changes or construction must be issued a Certificate of Appropriateness.

Proposal Overview

Per Aldermanic request, the proposed map amendment would rezone the above-described properties from R4a General Residential to R1 Single-family Residential. The R1 District's Purpose Statement is:

The R1 single-family residential district is intended to provide for single-family development at the lowest density within the City, and to preserve the present physical character of that area while allowing for infill development.

When comparing the existing R4a District regulations to the more restrictive proposed R1 District regulations, the maximum permitted building height (35 ft. or 2.5 stories, whichever is less) remains the same, as do the front and street side yard setbacks for residential and non-residential structures. However, there is a 5 ft. increase in the required rear yard setback. The building lot coverage and impervious surface coverage would each be reduced from 40% to 30% and 55% to 45%, respectively. Full comparison charts of zoning regulations for the existing R4a District and the proposed R1 District are attached.

Staff looked at the existing lots and structures in order to do a preliminary check of any nonconformities that may be created with the downzoning from R4a to R1. There are several lots, uses and structures that would become legally nonconforming, including an existing multi-family building, a two-unit building, a licensed rooming house and several lots that are less than the 7,200 sq. ft. minimum required lot size for the R1 District. A full comparison chart of eligible permitted and special uses in the existing R4a District and the proposed R1 District is attached.

Comprehensive Plan

While this area was not called out for redevelopment within the Comprehensive Plan, the Comprehensive Plan's Land Use Map identified this block-face as Mixed Low Density. The proposed rezoning would ensure that the largely single-family character of the block-face remains through stricter regulation of uses and bulk of structures. Being located within a designated historic district enables further review of proposed physical changes to these properties no matter the zoning designation.

Additionally, as market needs and affordability change, there should be some flexibility in the type of housing that is permitted. The current discussion on accessory dwelling units as a way to increase housing affordability throughout neighborhoods in the City should continue as the Comprehensive Plan supports increasing housing variety while also maintaining community character. Downzoning prevents the ability to create this variety in an area that is in close proximity to transit, the lakefront, and numerous amenities.

The rezoning could be compatible with the overall character of existing development in the immediate vicinity as there are existing single-family homes within this block and in the immediate surrounding area. However, there are also a number of multi-family buildings in the immediate vicinity and this map amendment would create several nonconforming lots and structures. Additionally, the present R4a zoning already requires special use approval for a new multi-family use. It is difficult to confirm whether or not the proposed rezoning will have an adverse effect on the value of adjacent properties. While this likely will not occur for a majority of the properties, there are several properties and uses that would become legally nonconforming and, in the case of nonconforming uses, could potentially lose their nonconforming status if discontinued or abandoned. Adequate public facilities and services are already available in the area.

Legislative History:

August 12, 2020, Plan Commission – A vote on a motion to recommend approval of the map amendment as presented by staff failed by a 2-5 vote. [Plan Commission Packet – August 12, 2020](#)

Attachments:

[Ordinance 84-O-20, Map Amendment - Orrington and Foster Rezoning Comparison of Uses - R4a to R1](#)

[Comparison of R1 and R4a Zoning Requirements for Structures](#)

[Comparison of R1 and R4a Site Development Allowances](#)

[Petition in Favor of Rezoning](#)

[Draft Plan Commission Meeting Minutes Excerpt, August, 12, 2020](#)

8/25/2020

84-O-20

AN ORDINANCE

Amending the Zoning Map to Rezone 1910-1946 Orrington Avenue and 714-716 Foster Street From the R4a General Residential District to the R1 Single-Family District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (*Scadron v. City of Des Plaines*, 153 Ill.2d 164); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and

WHEREAS, on August 12, 2020, the Plan Commission held a public hearing, pursuant to proper notice, regarding case no. 20PLND-0048, to consider amendments to the Zoning Map, cited in Section 6-7-2 of the Zoning Ordinance, to place 1910-1946 Orrington Avenue and 714-716 Foster Street from the R4a General Residential District to the R1 Single-Family District; and

WHEREAS, the Plan Commission received testimony and made findings pursuant to Subsection 6-3-4-6 of the Zoning Ordinance and recommended City Council denial thereof; and

WHEREAS, at its meeting of September 14, 2020, the Planning and Development Committee of the City Council considered and reviewed the findings and recommendation of approval of the Plan Commission in case no. 20PLND-0048 and recommended City Council approval thereof; and

WHEREAS, at its meetings of September 14, 2020 and September 28, 2020, the City Council considered and adopted the records and recommendations of the Planning and Development Committee; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see *Glenview State Bank v. Village of Deerfield*, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see *National Paint & Coating Ass'n v. City of Chicago*, 45 F.3d 1124),

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

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

SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit A and identified in Exhibit B, both attached hereto and incorporated herein by reference, from the R4a General Residential District and place them within the R1 Single-Family District.

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

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

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

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel

EXHIBIT A

Addresses and PINs of Properties Removed from the R4a General Residential District and Placed Within the R1 Single-Family District

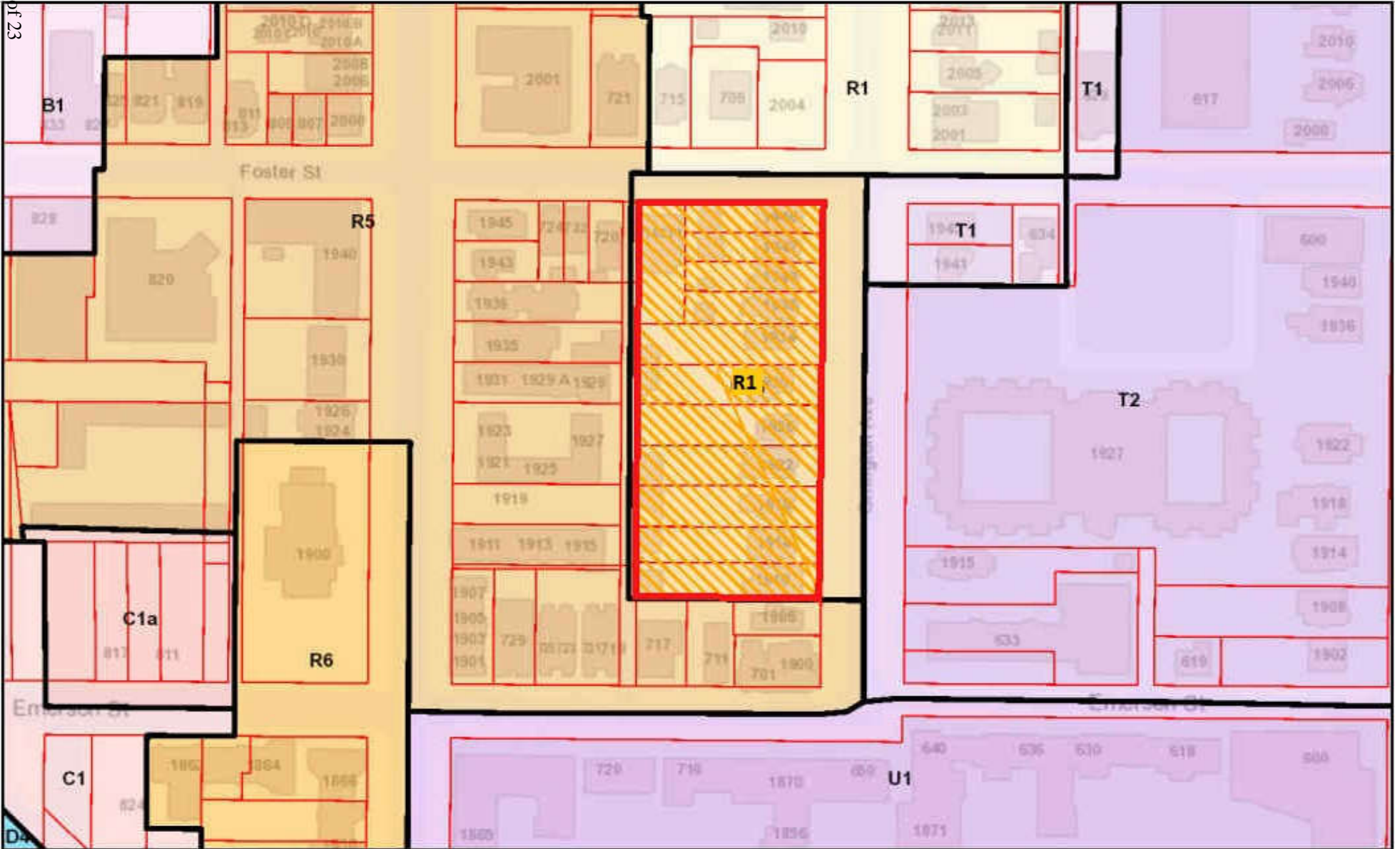
Property Addresses and PINs

Address	PIN
1910 Orrington	11-18-110-028-0000
1914 Orrington	11-18-110-027-0000
1918 Orrington	11-18-110-026-0000
1922 Orrington	11-18-110-025-0000
1926 Orrington	11-18-110-024-0000
1930 Orrington	11-18-110-023-0000
1934 Orrington	11-18-110-022-0000
1936 Orrington	11-18-110-021-0000
1940 Orrington	11-18-110-020-0000
1942 Orrington	11-18-110-019-0000
1946 Orrington	11-18-110-018-0000
714-716 Foster	11-18-110-017-0000

EXHIBIT B

**Map of Properties Removed from the R4a General Residential District and
Placed Within the R1 Single-Family District**

Rezoning Map



Comparison: Eligible Uses

Permitted = use is compliant in that zoning district

Special Use = zoning process including a public hearing and a final determination by City Council required

 = a change between the R4a and R1

	R4a General Residential District (Existing)	R1 Single-Family District (Proposed)
Assisted Living Facility	Special Use	
Bed and Breakfast	Special Use	Special Use
Cemetary	Special Use	Special Use
Child Residential Care Home	Special Use	Special Use
Community Center-Public	Special Use	Special Use
Congregate Housing	Special Use	
Cultural Facility	Special Use	Special Use
Daycare Center – Adult	Special Use	Special Use
Daycare Center - Child	Special Use	Special Use
Daycare Home – Adult	Permitted	Permitted
Daycare Home – Child	Permitted	Permitted
Dwellings – Multi-family	Permitted (when existing; Special Use otherwise)	
Dwellings – Single-family attached	Permitted (when existing; Special Use otherwise)	
Dwellings – Single-family detached	Permitted	Permitted
Dwellings – Two-family	Permitted (when existing; Special Use otherwise)	Permitted (when in historic district and existing)
Educational Institution – Private	Special Use	Special Use
Educational Institution – Public	Permitted	Permitted
Home Occupation	Permitted	Permitted
Independent Living Facility	Special Use	
Longterm Care Facility	Special Use	
Membership Organization	Special Use	
Office	Special Use	
Neighborhood Garden	Permitted	Permitted
Park	Permitted	Permitted
Planned Development	Special Use	Special Use
Playground	Permitted	Permitted
Public Utility	Special Use	Special Use
Religious Institution	Special Use	Special Use
Residential Care Home – Category 1	Permitted	Permitted
Residential Care Home – Category 2	Permitted	Special Use
Retirement Community	Special Use	
Retirement Home	Special Use	
Retirement Hotel	Special Use	

Rooming House	Special Use	
Sheltered for Abused Persons	Permitted	
Transitional Shelters	Special Use	
Transitional Treatment Facility – Category 1	Special Use	Special Use
Transitional Treatment Facility – Category 2	Special Use	


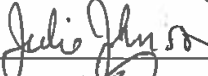

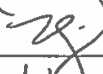
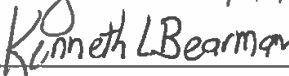




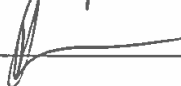
Comparison: Zoning Requirements for Structures

	R4a General Residential District (Existing)	R1 Single-Family Residential District (Proposed)
Lot Size	5,000 s.f. for detached single family dwelling units; 2500 s.f./d.u. for two family and up; 10,000 s.f. for non-residential uses.	7,200 s.f.
Lot Width	Single (detached) and Two- family: 35 ft. Single-family (attached), 3 or more: 60 ft. Other Uses: 50 ft.	35 ft.
Building Lot Coverage	40%	30%
Impervious Surface Coverage	55%	45%
Building Height	35 ft. or 2.5 stories, whichever is less	35 ft. or 2.5 stories, whichever is less
Front Yard	Residential Structure: 27 ft. Non-residential Structure: 27 ft.	Residential Structure: 27 ft. Non-residential Structure: 27 ft.
Street Side Yard	Residential Structure: 15 ft. Non-residential Structure: 15 ft.	Residential Structure: 15 ft. Non-residential Structure: 15 ft.
Interior Side Yard	Residential Structure: 5 ft. Non-residential Structure: 10 ft.	Residential Structure: 5 ft. Non-residential Structure: 15 ft.
Rear Yard	Residential Structure: 25 ft. Non-residential Structure: 25 ft., 5 ft. for parking	Residential Structure: 30 ft. Non-residential Structure: 30 ft., 5 ft. for parking

Comparison: Eligible Site Development Allowances for Planned Developments

	R4a General Residential District (Existing)	R1 Single-Family Residential District (Proposed)
Lot Size/Number of Units Allowed	25% Increase in Dwelling Units	None
Building Lot Coverage	40% + 15% = 55% Maximum	30% + 10% = 40% Maximum
Building Height	35 ft. + 12 ft. = 47 ft. Maximum	35 ft. + 12 ft. = 47 ft. Maximum
Setbacks	Any setback below 15 ft.	Any setback below 15 ft.
Landscape Buffer	10 ft. for all boundaries not abutting dedicated and improved public streets	10 ft. for all boundaries not abutting dedicated and improved public streets

Petition
To Rezone the 1900 block, Orrington Ave from R4-A to R1

Name	Signature	Address	Date
Bob Hercules		1934 Orrington	8-7-20
Julie Johnson		1934 Orrington	8-7-20
Matt Simpson		1940 Orrington	8-8-20
Megan Simpson		1940 Orrington	8-8-20
Kenneth L Bearman		1922 Orrington	8-8-20
	Susan Bearman	1922 Orrington	8-8-20
Alicia Kapla		1918 Orrington	8-8-20
	MAX ROSS	1918 Orrington	8-8-20
Rebecca Beiter		1930 Orrington	8-9-20
Philip H Davis		1926 Orrington	8-9-20

**Petition
To Rezone the 1900 block, Orrington Ave from R4-A to R1**

Name	Signature	Address	Date
Rachelle Lieberman	Rachelle Lieberman	1935 Sherman	8-8-20
Patricia C. Gethin		2025 Orrington	8/8/20
William Hogan		2018 ORRINGTON	8-8-20
Richard Walker		2024 Orrington Ave	8/8/20
Rachel Sollinger		2026 Orrington Ave	8/8/20
Michelle Rogers		2027 ORRINGTON Ave	8/8/20
Rob Biesenbach		2011 Orrington Ave	8/8/20
Olmita Vamos	Olmita Vamos	1935 Sherman Ave	8/8/20
Alan Lieberman		1935 Sherman Ave	8/8/20
Steven Morrison		1935 Sherman Ave 45	8/9/20
Don Leisinger		2004 ORRINGTON	8/9/20
Natalie Leisinger		2004 Orrington	8/9/20
Gail Lobin		2030 Orrington	8-9-20
Peter Lobin		2030 ORRINGTON	8-9-20
Fred Lobin		2030 ORRINGTON	8-9-20
Joshua Barney		2126 Orrington	8/9/20
Erin Barry		2126 Orrington	8/9/20

Room needed
OK, not
substantive
for multiple
apartments



MEETING MINUTES

PLAN COMMISSION

Wednesday, August 12, 2020

7:00 P.M.

Virtual Meeting through Zoom Platform

Members Present: Peter Isaac (Chair), Jennifer Draper, George Halik, John Hewko, Brian Johnson, Jeanne Lindwall, Kristine Westerberg

Members Absent:

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Brian George, Assistant City Attorney

Presiding Member: Chair Isaac

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Isaac called the meeting to order at 7:00 P.M. Ms. Jones called the roll and a quorum was established.

2. SUSPENSION OF THE RULES Members participating electronically or by telephone

Commissioner Westerberg made a motion to suspend the rules to allow for electronic or telephone participation. Seconded by Commissioner Lindwall. A roll call vote was taken and the motion passed, 7-0.

3. APPROVAL OF MEETING MINUTES: July 8, 2020.

Commissioner Lindwall suggested an edit to page 5 of the minutes. Commissioner Halik made a motion to approve the minutes from the July 8, 2020 meeting. Seconded by Commissioner Draper. A roll call vote was taken and the motion passed, 4-0 with 3 abstentions.

4. NEW BUSINESS

**C. Map Amendment - 1910-1946 Orrington Avenue & 714-716 Foster Street
20PLND-0048**

DRAFT- NOT APPROVED

A Zoning Ordinance Map Amendment to rezone 1910, 1914, 1918, 1922, 1926, 1930, 1934, 1936, 1940, 1942, 1946 Orrington Avenue and 714-716 Foster Street from the R4a General Residential District to R1 Single Family Residential District.

Ms. Jones provided an overview on the proposed map amendment, describing what is existing and the differences between the regulations of the R4a and R1 zoning districts.

Commissioner Hewko asked what was driving the proposed text amendment. Chair Isaac asked if Alderman Fiske could provide some insight into why the referral was made

Alderman Fiske then spoke regarding the reasons behind the referral. There is concern that there may be significant impact from non-owner-occupied residences within the designated historic district changing the character. The existing area is similar to the R1 district to the immediate north and the history of zoning changes over time show interest in less density. She mentioned that a precedent was set with the Kendall College site being rezoned to a much less intensive R1 Zoning District.

Chair Isaac opened the hearing to questions from the Commission.

Commissioner Halik asked if downzoning would remove existing structures and asked for clarification on if it would eliminate the ability for residences to be non-owner-occupied. Alderman Fiske responded that investors are not as inclined to purchase property within single-family residential districts. Someone could purchase the home and rent it as a single family home. Several homes on the block have done this. The rooming house is owner-occupied with no complaints and would be grandfathered in. Purpose of the amendment was to be in front of possible changes. Believes it would be in the City's best interest to preserve the single-family nature.

Commissioner Halik asked if the rezoning would then be more symbolic. Alderman Fiske responded that it would not be and is important to do to maintain the character of the block. Several smaller, currently nonconforming lots are similar in size to R1 districts further north in Evanston.

Chair Isaac asked if a Special Use procedure to add additional units would be sufficient. Alderman Fiske responded no. It places a large responsibility on neighbors to come out against other neighbors.

Commissioner Hewko inquired about comments regarding properties losing value and asked what the Alderman's thoughts were on that and efforts for affordable housing. Alderman Fiske responded that the existing student housing is not affordable so that goal would not necessarily apply here. Does not think permitting student rentals is beneficial for other single-family home owners.

DRAFT- NOT APPROVED

Chair Isaac opened the hearing to questions from the public.

Mr. Shawn Jones asked if it was true that the City is moving away from R1 zoning with the ADUs being discussed and pursuing them being permitted. Mr. Mangum stated that those two items are not connected with this amendment but the City could consider this in the future.

Mr. Art Newman asked for clarification on the chart listing the uses, stating that multi-family is only permitted if it is existing. Chair Isaac confirmed that existing multi-family is permitted but any increase in the number of units or anything other than a single-family is a special use.

Chair Isaac then opened the hearing to public comment.

Mr. Dan Shapiro, representing several affected residents, provided a presentation on the rezoning and its merits. He provided some history of the area and compared the block to adjacent blocks zoned R1 and denser residential. He stated the importance of the historic district designation and consideration of the standards for approval.

Mr. Shawn Jones, representing several affected residents, stated that the block proposed to be rezoned has a number of properties that would be nonconforming. The properties are adjacent to the R5 District and across from Northwestern's campus so not having student rentals would be difficult to get away from. He added that the historic district designation provides some protections for the properties proposed to be rezoned and explained that going from an R4a to R1 zoning is a drastic drop, with R1 being the most restrictive residential district. He added that Kendall College is not a good comparison to use.

Mr. Dave Schoenfeld stated that he has been a part of the Northwestern's Neighbors Association and a representative on the City-NU Committee. He explained that neighbors are trying to protect against immense pressures that the area is facing. Efforts have been made to help maintain the area for decades. There are a number of properties with absentee ownership and student residents. Having owner-occupied homes makes a difference and improves quality of life. He added that maintaining inclusionary housing does not apply here as the investors are not currently providing affordable housing for residents. The rezoning is about maintaining character. He encouraged the Commission to approve the text amendment.

Mr. Art Newman stated he was a former Alderman from 1991 to 2005 and is very familiar with the neighborhood. He explained that the 1900 block of Orrington is less valuable than the block just north of it which is in the R1 district and homes sell for smaller amounts. As Alderman he received calls from investors about properties in the area and believes these properties are investment opportunities for them and not

DRAFT- NOT APPROVED

affordable housing. He supports any relief the City can provide to those with housing across from Northwestern University. The possibility of 4 unrelated people being permitted per dwelling unit should also be taken into consideration.

Mr. Peter Mitchell stated he lives at 1942 Orrington and was told when he put a bid in on his home that the block is amazing with long term owners. He explained that his next door neighbors are sometimes ok and other times not. He added that affordable housing is not currently happening on the block and that non-conformity is not the issue, quality of life is the issue.

Chair Isaac asked if there was anyone who wanted to request a continuance on this item. Hearing none, he then closed the public hearing and the Commission began deliberation.

Commissioner Halik asked if the properties are rezoned if that will change the ownership requirements. Mr. Mangum stated that it will not change property ownership requirements. Chair Isaac stated that a person could not purchase a lot and change the interior to have multiple dwelling units. It could possibly reduce the number of people living in the house but there will likely not be any additional effects.

Commissioner Halik asked Mr. Newman about his time as Alderman when the R4a zone was established. Mr. Newman stated that he supported the R4a district with single-family and no additional dwelling units without a special use. Having the ability to go from single-family to rooming house would increase the number of people in home. R1 zoning prevents this.

Mr. Bob Johnson stated that a petition in support of the rezoning had been submitted. He added that it is not true that Preservation provides protection. That is only for exterior changes, not interior changes. Absentee landlords are the issue, they can rent the properties but the rezoning would limit the number of people.

Ms. Susan Bearman asked if the 3 unrelated rule is dependent on neighbors to be enforced. Chair Isaac stated that staff would need to be alerted of a possible issue. Mr. Mangum agreed with Chair Isaac's statement. Ms. Jones added that for rental properties, inspections happen that could indicate how many people live in a dwelling unit; however, much of the enforcement is based off of resident/neighbor complaints. Ms. Bearman asked if R1 absolutely enforces 3 unrelated rule. Chair Isaac stated that the number of units is the main effect of the change. Mr. Mangum added that currently adding density would need to be approved through a Special Use process.

Mr. and Mrs. Kaplan then spoke, stating that this block was a showcase street for Northwestern University visitors. For this rezoning, the number of possible residents is an issue. It creates pressure for denser development.

DRAFT- NOT APPROVED

The Commission then began deliberation.

Commissioner Hewko asked if a statement on assessed value can be confirmed. Mr. Mangum stated that possible effects of rezoning on assessed value of existing properties cannot be confirmed for certain.

Commissioner Hewko then asked if existing properties would be grandfathered in. Chair Isaac responded that they would be grandfathered in and the use could continue assuming the use is not discontinued for 18 months or more.

Ms. Westerberg asked how long the properties had been zoned R4a. Mr. Mangum responded that the properties had been high density since the 1960's and in 2005 the R4a district was created and applied to this area.

Chair Isaac stated that the rezoning would be somewhat symbolic and will not prevent current issues but it could prevent those issues from multiplying. Commissioner Halik inquired if it would indeed do that. There are existing controls for future student housing within the Special Use Process. He expressed that the Commission has had other downzoning attempts come before them. Property owners have purchased their properties with the assumptions on their permitted uses and that should not be taken away without good reason.

Chair Isaac stated that 7 out of 12 property owners signed the petition. The zoning map indicates that R1 zoning represents a large portion of the historic district with a few R4a areas. This is a tight decision to make since controls are in place. He added that unless plans are submitted for construction, Illinois does not look highly at vested rights in zoning. He has not heard from anyone proposing any projects in this area and wonders if the rezoning is necessary.

Commissioner Lindwall expressed that she is normally on the side of not creating more nonconformities but maintaining single-family residence value is important. There can be depreciation of properties of converted homes and she feels that taking away the additional uses with the rezoning is a good thing. ADUs would allow for an additional dwelling unit. It makes sense to maintain the character of the neighborhood. She added that there are already nonconforming structures on the block.

The Commission then reviewed the standards and found that the proposed rezoning could meet Comprehensive Plan goals for preservation but there are existing protections for properties within the current zoning. As there are a variety of housing densities in the area, the rezoning could help the block be compatible with the existing character of the immediate surrounding neighborhood. Existing uses would be grandfathered in so there would likely be no change in values on adjacent

DRAFT- NOT APPROVED

properties. The final standard was not applicable.

Commissioner Lindwall made a motion to recommend approval of the map amendment as presented by staff. Commissioner Draper seconded. A roll-call vote was taken and the motion failed by a 2-5 vote.

Ayes: Draper, Halik, Hewko, Johnson, Westerberg

Nays: Isaac, Lindwall

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department

Page 6 of 6
Plan Commission Minutes 8/12/20



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of the Planning and Development Committee
From: Scott Mangum, Planning & Zoning Administrator
CC: Johanna Nyden, Community Development Director
Subject: Ordinance 86-O-20, Amending Title 6 of the Evanston City Code to Create Accessory Dwelling Unit Regulations and to Revise the Calculation of Building Lot Coverage
Date: September 29, 2020

Recommended Action:

The Plan Commission and staff recommend the adoption of Ordinance 86-O-20, a Text Amendment to the Zoning Ordinance to Create Accessory Dwelling Unit Regulations and to revise the calculation of Building Lot Coverage.

Council Action:

For Action

Summary:

During the March 9, 2020, City Council meeting, Ald. Braithwaite made a referral to establish more comprehensive zoning regulations for other types of Accessory Dwelling Units (ADUs) beyond coach house regulations, including attached ADUs such as basement units.

Overview of the Proposed Text Amendment

Following discussion and a review of regulations from Chicago, Wilmette, Oak Park, South Elgin, Park Forest, Lexington, KY, and Long Beach, CA, in addition to ADU policy reports and guidance from the American Planning Association, Urban Land Institute, and AARP, the Plan Commission recommended approval of a Text Amendment that would achieve the following:

- **Create a definition of an ADU and revise the existing Coach House definition.**
The creation of a definition of an ADU would newly allow attached/internal ADUs, as well as detached structures that are not associated with parking spaces. Internal/attached ADUs are more seamlessly integrated and often can be created with a lower construction cost and without potential zoning setback and lot coverage compliance issues found when increasing the footprint of an existing building or constructing a new detached structure.

- **Allow 1 ADU per zoning lot by right as an accessory to any residential building regardless of lot size.** *This regulation would limit to either a detached or attached/internal unit on a property, but not both, keeping the overall density closer to conformance with previous zoning regulations while allowing on any zoning lot with any type of residential building.*
- **Limit the maximum ADU size to 1,000 square feet.** *In response to direction from the Plan Commission all ADUs shall be smaller than the largest primary unit and they shall be limited to 1,000 square feet, except when created within an existing structure they may exceed 1,000 square feet if the single level of the structure already exceeds 1,000 square feet. This addresses the concern about the example of creating an ADU within a basement that exceeds 1,000 square feet in size.*
- **Retain the maximum F.A.R. or building lot coverage of the underlying zoning, but stop counting open parking toward building lot coverage.** *Currently, open unenclosed required parking spaces count towards both impervious surface coverage and 200 square feet of building lot coverage each even though they are not within a structure. Per Plan Commission direction all residential zoning districts will no longer count open unenclosed parking toward building lot coverage, but open parking will still count towards impervious surface coverage. This change to building lot coverage in the R1-R6 Zoning Districts (Sections 6-8-2 through 6-8-8) frees up building lot coverage for owners to choose to construct buildings to house people (ADUs) with open parking or buildings to house cars.*
- **Limit the maximum height of a detached ADU to two stories and 20-feet for flat or mansard roofs and 28 feet for pitched roofs.** *Per Plan Commission direction this would increase the height limit for accessory structures without requiring additional setbacks which allows for taller structures on properties with smaller lot widths but still limits the buildings to two stories. This height limitation would also apply to garages and coach houses both within and outside of historic districts for consistency.*
- **Remove the parking requirement for an ADU.** *Per Plan Commission direction no parking would be required for an ADU, however, existing parking for the primary residential structure shall be maintained or replaced and there is no change to the minimum required parking for single-family dwellings.*
- **Establish design standards to limit to one entrance on a front facade and place any exterior stairs on the interior or rear of the principal building.** *Minimal design standards limiting the location of entrances and exterior stairs to the interior side or rear elevations help to blend the ADUs within the existing neighborhood fabric.*
- **Allow for the creation of ADU through the conversion of existing legal nonconforming detached accessory structures.** *This regulation would more easily allow for the conversion of existing nonconforming detached structures, such as garages with workspaces, to ADUs.*
- **There is no requirement that the property owner resides on the property, however, the ADU shall be held in common ownership with the primary building, and occupancy of the ADU is limited to one family.** *Per Plan Commission recommendation, separate ownership would not be allowed and occupancy of the ADU would be limited to one family.*

Previous Text Amendments regarding Coach Houses and ADUs

On January 13, 2020, the City Council approved Ordinance 171-O-19, revising the definition of and regulations for Coach Houses. The intent of this amendment was to begin addressing

inequitable opportunities to develop Accessory Dwelling Units (ADUs). The approved amendment included:

- Revisions to the definition of a coach house to allow on any residential zoning lot, instead of only as an accessory to a single-family dwelling;
- Allowance for the additional height of a coach house with the provision of greater setbacks; *and*
- Removal of parking requirements for coach houses when the coach house meets affordability criteria or transit-oriented criteria.

Previously, in April 2018 the Coach House definition was revised to clarify that tenants of a coach house may be unrelated to the owners of the principal residential structure.

Other Considerations

Staff has also discussed impediments to constructing ADUs and will continue to explore: 1) options to reduce property taxes at the municipal or county level; 2) the legality of requiring affordability in ADUs through the City's Inclusionary Housing Ordinance; 3) the ability to create open-source pre-approved model construction drawings; 4) and cost implications for fire suppression requirements through local amendments to the City's adopted Building Code.

Legislative History:

August 12, 2020, Plan Commission – The Commission voted, 7-0, to recommend approval of the text amendment with the following additional amendments: 1) include language limiting residency of accessory dwelling units to one family; and 2) include a provision that requires common ownership of the principal residential building and the accessory dwelling unit. [Plan Commission Packet – August 12, 2020](#)

Attachments:

[Ordinance 86-O-20, Accessory Dwelling Units Text Amendment](#)
[Draft Plan Commission Meeting Minutes Excerpt, August, 12, 2020](#)

86-O-20

AN ORDINANCE

Amending Title 6 of the Evanston City Code to Create Accessory Dwelling Unit Regulations and to Revise the Calculation of Building Lot Coverage

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

SECTION 1: City Code Section 6-18-3, "Definitions," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-18-3. – DEFINITIONS.

COACH HOUSE:	A <u>type of single detached secondary or Accessory Dwelling Unit located on the same zoning lot as the principal residential structure which includes ing a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one (1) coach house is allowed per zoning lot.</u>
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<u>DWELLING UNIT, ACCESSORY (ADU):</u>	A smaller, secondary independent housekeeping establishment <u>located on the same zoning lot as a residential building. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation, and may be internal, attached or detached.</u>
--	---

SECTION 2: City Code Section 6-4-6, "Accessory Uses and Structures," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-4-6. - ACCESSORY USES AND STRUCTURES.

This Section 6-4-6 establishes regulations governing the type, size, character and location of accessory uses and structures.

6-4-6-1. - AUTHORIZATION.

Subject to the limitations of this Section 6-4-6, accessory uses and structures are permitted in any zoning district in connection with any principal use lawfully existing within such district.

6-4-6-2. - GENERAL PROVISIONS FOR ACCESSORY USES AND STRUCTURES.

Accessory uses and structures shall be approved in accordance with the following regulations:

- (A) No accessory use or structure shall be approved, established or constructed before the principal use is approved.
- (B) Accessory uses shall be compatible with the principal use. Accessory uses shall not include a kennel or an accessory building for the keeping or the propagation of livestock. (However, dog runs and hen coops shall be permitted as accessory uses.)
- (C) No accessory building shall be located within ten (10) feet of the nearest wall of the principal building.
- (D) No accessory building shall be located within the required front or side yard abutting a street, nor between the front of the principal building and the front lot line.
- (E) In residential districts, an accessory building located in a rear yard or interior side yard shall be at least three (3) feet from any property line. In any district other than a residential district, accessory buildings used for required off-street parking purposes shall be located at least five (5) feet from the rear lot line abutting an alley.
- (F) No accessory building located in the rear yard of a corner lot shall be nearer to a street lot line than the minimum width required for a side yard abutting a street in the district where the lot is located.
- (G) No accessory building shall exceed fourteen and one-half (14 1/2) feet in height for a flat roof or mansard roof, or twenty (20) feet measured from grade to the highest point of said structure for all other roofs, except as otherwise provided for garages and coach houses in Section 6-4-6-4 of this

Chapter and as otherwise provided for ADUs in Section 6-4-6-10 of this Chapter.

- (H) Child daycare centers shall be considered accessory uses in churches whether or not they are operated by the church in which they are located.
- (I) Bed and breakfast shall be considered accessory uses in residential dwellings subject to the provisions of Section 6-4-7 of this Chapter.
- (J) Signs shall be considered accessory uses except when an off-premises sign is the only use on a zoning lot.

6-4-6-3. - ALLOWABLE ACCESSORY USES AND STRUCTURES (DETACHED FROM PRINCIPAL STRUCTURE).

(A) *Detached accessory buildings, structures and uses:* Accessory buildings, structures or uses shall be permitted as provided in Table 4-A of this Section and detached accessory buildings, structures, or uses in a residential district shall:

1. Cover no more than forty (40) percent of a rear yard when located in a rear yard. However, in no case shall the maximum lot coverage requirement for the zoning district be exceeded.
2. Not be located in a side yard abutting a street or interior side yard between the principal structure and the side lot line.
3. Not be located between the building line and the principal structure (except as permitted in front yards).

(B) *Table 4-A — Permitted accessory buildings, structures and uses:*

Table 4-A includes yard obstructions (see Subsection 6-4-1-9(B) of this Chapter) attached to the principal or a secondary structure as well as freestanding accessory buildings, structures, and uses.

KEY:

Required Yards:	Districts:
Front and side yards abutting a street F	Residential district Rsd
Side yards S	Nonresidential district N-Rsd
Rear yards R	Residential and nonresidential districts Both

	Yard	District	
***	_____		
1. Detached Accessory dwelling units (including Coach Houses) to principal residential building structure	S	R	Both

6-4-6-4. – SPECIAL REGULATIONS APPLICABLE TO GARAGES AND COACH HOUSES

(A) Evanston Landmark Properties and Historic Districts

Garages and coach houses for ~~Evanston landmarks and structures in City Council designated historic districts~~ shall be subject to the following requirements:

1. Height:
 - a. For garages and coach houses with flat and mansard roofs, the height shall not exceed twenty (20) feet, measured from grade to the highest point of said structure, or two stories, whichever is less height requirements for accessory buildings apply, as set forth in Section 6-4-6-2 of this Chapter.
 - b. All garages and coach houses without flat or mansard roofs shall be no taller than twenty-eight (28) feet, measured from grade to the highest point of said structure, or two stories, whichever is less, three-fourths (3/4) the height of the principal structure, measured to the roof apex, but in no case shall the height exceed twenty-eight (28) feet.
2. Yards: All garages and coach houses shall meet the setback requirements for accessory structures, as set forth in Section 6-4-6-2 of this Chapter.
3. ~~Roofs: The roof of the garage or coach house shall be compatible in pitch and shape with the roof of the principal structure.~~

(B) Non-Evanston Landmarks and properties outside of Historic Districts

Coach Houses for properties that are not an Evanston landmark nor located in City Council designated historic districts shall be subjected to the following requirements:

1. Height:
 - a. For coach houses with a flat or mansard roof, an increase of one (1) foot in height shall be allowed for every one (1) foot in additional setback provided from every property line that directly abuts another property (not including right of way). In no case shall the height of the accessory structure exceed twenty (20) feet.
 - b. For coach houses without flat or mansard roofs, an increase of one (1) foot in height shall be allowed for every one (1) foot additional setback provided from every property line that directly abuts another property (not including right of way). In no case shall the height of the accessory structure exceed twenty eight (28) feet.

SECTION 3: City Code Section 6-4-6, "Accessory Uses and Structures," of the Evanston City Code of 2012, as amended, is hereby further amended to add the following subsection:

6-4-6-10 SPECIAL REGULATIONS APPLICABLE TO ACCESSORY DWELLING UNITS (ADUs)

(A) Construction: An ADU may be created through new construction, alteration of an existing structure, addition to an existing structure, or conversion of an existing structure to an ADU while simultaneously constructing a new residential building on the site.

(B) Number of Units: One (1) ADU is permitted per zoning lot.

(C) Minimum Lot Size: None.

(D) Maximum ADU Size: All ADUs shall be smaller than the floor area of the largest primary dwelling unit.

Any detached ADU, internal or attached ADU created through new construction, internal or attached ADU created through an addition to an existing structure, or detached ADU created through the conversion of an existing structure to an ADU while simultaneously constructing a new residential building on the site shall not exceed 1,000 square feet of floor area.

An internal or attached ADU created through the altering of an existing structure may exceed 1,000 square feet of floor area but the floor area shall be limited to not more than one level of the existing structure (i.e. a basement, story, or half story).

(E) Maximum F.A.R. or Building Lot Coverage: For an attached or internal ADU, the maximum F.A.R. or lot coverage of all structures on the zoning lot shall be that of the underlying zoning district.

For a detached ADU, Section 6-4-6-3 shall also apply.

(F) Yard requirements: For an attached or internal ADU, the yard requirements shall be those required for a principal structure in the underlying zoning district.

For a detached ADU, the regulations in Sections 6-4-6-2 and 6-4-6-3 shall apply.

(G) Maximum Height: For an attached or internal ADU, the maximum height shall be that of the underlying zoning district.

For a detached ADU the height shall be subject to the following limitations:

1. For a detached ADU with a flat or mansard roof the height shall not exceed twenty (20) feet, measured from grade to the highest point of said structure, or two stories, whichever is less.
2. For a detached ADU without a flat or mansard roof the height shall not exceed twenty-eight (28) feet, measured from grade to the highest point of said structure, or two stories, whichever is less.

(H) Off-Street Parking: No parking is required per Chapter 16 (Off-street Parking and Loading), Table 16-B, however, existing required parking for the primary residential structure shall be maintained or replaced.

(I) Design Standards

1. Entrances: Only one (1) pedestrian entrance to the structure may be located on the front facing facade of the principal building.
2. Exterior Stairs: Any exterior stairs to serve as the primary entrance to an attached or internal ADU within the principal building shall be located on the interior side or rear of the principal building.

(J) Alterations of existing structures: If a detached ADU is created from an existing detached accessory structure that does not meet one or more of the standards within Section 6-4-6, the structure is exempt from the standard(s) it does not meet. However, any alterations that would result in the structure becoming less conforming with those standards it does not meet are not allowed.

(K) Ownership and Occupancy: There is no requirement that the property owner reside on the property, however, an ADU shall remain under common ownership with the residential building. Occupancy of the ADU shall be limited to no more than one family.

Table 16-B

<p><u>Accessory Dwelling Unit (including Coach house)</u></p>	<p><u>No parking is required.</u></p> <p>1 parking space for each dwelling unit within the coach house; if the coach house meets affordability criteria or transit-oriented criteria, no parking space is required.</p> <p>Transit-oriented criteria is met if the coach house is within a designated Transit-Oriented Development area or within a one thousand five hundred (1,500) foot distance from a Metra, PACE, or Chicago Transit Authority public transit bus stop or train station.</p> <p>Affordability criteria is met if, at the time of building permit issuance, the household income of the owner that builds an coach house is at or below 80% of the area median income (AMI), as determined annually by the Illinois Housing Development Authority. Affordability criteria is also met if a unit within the principal structure or coach house is rented at or below 80% AMI for a period of ten (10) years.</p>
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SECTION 4: City Code Section 6-8-2-7, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-2-7. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R1 district is thirty percent (30%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such

construction shall be an allowed continuance of the legal nonconforming building lot coverage

SECTION 5: City Code Section 6-8-3-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-3-6. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R2 district is forty percent (40%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 6: City Code Section 6-8-4-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-4-6. – BUILDING LOT COVERAGE.

The maximum lot coverage, including accessory structures, in the R3 district is forty five percent (45%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 7: City Code Section 6-8-5-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-5-6. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R4 district is forty percent (40%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 8: City Code Section 6-8-6-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-6-6. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R4a district is forty percent (40%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is:

- (A) Used for a "dwelling" or dwellings as herein defined, and
- (B) Legally nonconforming as to building lot area;

when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 9: City Code Section 6-8-7-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-7-6. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R5 district is forty-five percent (45%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 10: City Code Section 6-8-8-6, "Building Lot Coverage," of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

6-8-8-6. – BUILDING LOT COVERAGE.

The maximum lot coverage in the R6 district is fifty percent (50%).

~~Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.~~

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

SECTION 11: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 12: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 13: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 14: 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: _____, 2020

Approved:

Adopted: _____, 2020

_____, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Kelley A. Gandurski, Corporation Counsel



MEETING MINUTES

PLAN COMMISSION

Wednesday, August 12, 2020

7:00 P.M.

Virtual Meeting through Zoom Platform

Members Present: Peter Isaac (Chair), Jennifer Draper, George Halik, John Hewko, Brian Johnson, Jeanne Lindwall, Kristine Westerberg

Members Absent:

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Brian George, Assistant City Attorney

Presiding Member: Chair Isaac

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Isaac called the meeting to order at 7:00 P.M. Ms. Jones called the roll and a quorum was established.

2. SUSPENSION OF THE RULES Members participating electronically or by telephone

Commissioner Westerberg made a motion to suspend the rules to allow for electronic or telephone participation. Seconded by Commissioner Lindwall. A roll call vote was taken and the motion passed, 7-0.

3. APPROVAL OF MEETING MINUTES: July 8, 2020.

Commissioner Lindwall suggested an edit to page 5 of the minutes. Commissioner Halik made a motion to approve the minutes from the July 8, 2020 meeting. Seconded by Commissioner Draper. A roll call vote was taken and the motion passed, 4-0 with 3 abstentions.

4. NEW BUSINESS

- A. Text Amendment- Accessory Dwelling Units** **20PLND-0047**
A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning,
to revise regulations related to accessory dwelling units, including coach

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DRAFT- NOT APPROVED

houses, specifically to Accessory Uses and Structures (Section 6-4-6), Building Lot Coverage in the R1-R6 Zoning Districts (Sections 6-8-2 through 6-8-8), Off-Street Parking and Loading (Section 6-16, Table 16-B), and Definitions (Section 6-18-3).

Mr. Mangum provided a brief summary of the previous month's discussion and updates to proposed amendments that are based off of that discussion. He provided specific details of changes proposed within the ordinance.

Chair Isaac asked if there were any questions from Commissioners

Commissioner Halik asked if the occupants of the ADUs have to be a single person, two-person or family. Mr. Mangum responded that occupancy must follow the definition of family and the regulation of no more than 3 unrelated people per dwelling unit, not per lot. Staff can look into possibly including language to clarify.

Commissioner Lindwall stated that there is no definition for Principal Residential Structure and that the ADUs are supposed to be accessory to this use on a single zoning lot. As many areas allow an ADU per single-family home she inquired what the intention of this regulation was. Mr. Mangum stated that the intention was to enable residential structures other than single-family homes to construct an ADU.

Commissioner Lindwall then asked if in the R4a Zoning District there would be any conflict in adding additional dwelling units since that would be considered a Special Use in that district. Mr. Halik added that this relates to his earlier comment on the definition of family. Commissioner Lindwall suggested possibly limiting ADUs to single-family residences. Mr. Mangum responded that the intent was that ADUs, since they are considered an accessory use, would not need to have a Special Use in this case.

Ms. Jones asked if it would be preferred to use Principal Building in the definition since that is defined within the code. Chair Isaac responded yes, wherever consistent language can be used it should be. He took Commissioner Lindwall's suggestion and stated it could be discussed. Mr. Mangum stated the only concern may be making sure that only residential structures, not all principal structures, allow ADUs.

Commissioner Westerberg asked if there could be possible negative impacts if no parking is provided for ADUs. Mr. Mangum responded that this is a policy restriction that comes up; however, he has not seen comprehensive studies completed or writings indicating significant impacts specific to this use in other jurisdictions.

Commissioner Johnson asked if there are any intended changes to lot coverage requirements. Mr. Mangum replied that the underlying zoning district regulations will apply and no bonuses have been contemplated at this point.

DRAFT- NOT APPROVED

Chair Isaac asked if staff had a position on the possibility of separation of ownership and turning the ADU into a condominium. Mr. Mangum stated that this has not been looked at extensively but is a good question. There is no position at this time but that is a good concern on that possible issue.

Chair Isaac opened the hearing to questions and comments from the public

Mr. Robinson Markus asked how the previous regulations were discussed and voted on by City Council. Mr. Mangum responded that historically, regulations only permitted ADUs for single-family homes. Language regarding primary residential structure was added to broaden the types of residential uses that could construct an ADU.

Mr. Markus then offered support for this innovative take on affordable housing. He stated that 40.1% of Evanstonians, owners and renters, are considered cost burdened. Land use regulation is the most important part of this discussion and municipalities have the ability to regulate land use through zoning to help avoid exclusionary zoning. He added that he and Dick Co of the Evanston Development Cooperative support the text amendments being brought forward by the City to address this. Mr. Markus then stated that there are a number of 2-flat residences located in Black and Brown communities and allowing ADUs for all residential structures would help with the inequity. He encouraged the Commission to vote in favor of the amendment.

Chair Isaac asked if anyone intended to request a continuance. Hearing none he then closed the hearing and the Commission began deliberation.

Commissioner Lindwall asked about the ability of having ADUs in the R4a zoning district. Mr. Mangum responded that accessory use is by right. Commissioner Lindwall then stated that the language is problematic and could cause potential conflicts with multi-family buildings and ownership issues and would like additional information.

Chair Isaac stated that with the way Section 6-8-6-3 of the code reads a Special Use would still be needed.

Commissioner Johnson asked if language should be proposed to address the condominium issue. Chair Isaac stated that was his intent because if the unit is separately owned, that defeats the purpose.

The Commission then reviewed the standards.

There was a brief discussion on what neighborhood character means. Commissioner Halik suggested that an amendment could be added to include language requiring that ADUs have similar architecture as the principal building. Chair Isaac responded that he was not sure that this is the appropriate place to add that language, and that though the intent is usually to make an accessory structure the same as the home, there would be

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some differences. Jeanne Lindwall noted that there are many areas with different architectural styles and building types.

There was discussion on each of the remaining standards and there was general agreement that each had been met.

Commissioner Halik made a motion to recommend approval of the text amendment as presented by staff. Commissioner Hewko seconded the motion.

Commissioner Westerberg made a motion to amend the initial amendment to modify the definition of ADUs to limit residency to a single family. Commissioner Halik seconded that motion.

Chair Isaac commented that the City has been moving away from the 3 unrelated residents regulation and Commissioner Lindwall stated that the definition is inherent with the existing rule of no more than 3 unrelated residents. Commissioner Halik stated that he feels it is important to consider family definition changes.

A roll call vote was taken on the amendment and the amendment was approved by a 6-1 vote.

Chair Isaac made a motion to add a 2nd amendment to require common ownership of the ADU and the principal building. Commissioner Halik seconded. A roll call vote was taken and the 2nd amendment was approved by a 7-0 vote.

A roll call vote was then taken on the motion to recommend approval the text amendment with the two approved amendments and the motion passed by a 7-0 vote.

**Ayes: Isaac, Draper, Halik, Hewko, Johnson, Lindwall, Westerberg
Nays:**

**B. Text Amendment - Micro Dwelling Units (Tiny Homes) 20PLND-0038
Andrew Gallimore submits for a Text Amendment to the Zoning Ordinance, Title 6 of the City Code, to establish a definition for Micro Dwelling Units (Section 6-18-3) and establish regulations for their construction and use within residential districts (Section 6-8; Section 6-16).**

Ms. Jones provided an overview of the proposed text amendment for Tiny Homes, clarifying that staff worked with the applicant, Andrew Gallimore, on providing more details for the amendment and where there could be some additional discussion.

Chair Isaac opened the hearing to questions from the Commission.

DRAFT- NOT APPROVED

densities in the area, the rezoning could help the block be compatible with the existing character of the immediate surrounding neighborhood. Existing uses would be grandfathered in so there would likely be no change in values on adjacent properties. The final standard was not applicable.

Commissioner Lindwall made a motion to recommend approval of the map amendment as presented by staff. Commissioner Draper seconded. A roll-call vote was taken and the motion failed by a 2-5 vote.

**Ayes: Draper, Halik, Hewko, Johnson, Westerberg
Nays: Isaac, Lindwall**

5. OTHER BUSINESS

A. Revisions to Plan Commission Rules and Procedures

Ms. Jones provided a brief overview of the revisions made to the proposed updates to the Rules & Procedures based on the July 8, 2020 Commission discussion.

Chair Isaac asked if there were any questions or comments regarding the updates. There were none

Commissioner Halik made a motion to approve the updates to the Administrative Rules & Procedures. Seconded by Commissioner Johnson. A roll call vote was taken and the motion was approved by a 7-0 vote.

**Ayes: Isaac, Draper, Halik, Hewko, Johnson, Lindwall, Westerberg
Nays:**

6. PUBLIC COMMENT

There was no public comment.

7. ADJOURNMENT

Commissioner Halik made a motion to adjourn the meeting. Commissioner Westerberg seconded the motion.

A roll call vote was taken and the motion was approved by voice vote 7-0. The meeting was adjourned at 10:36 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department



Memorandum

To: Honorable Mayor and Members of the City Council
From: Darlene Francellno, Mayoral/Aldermanic Assistant
CC: Kimberly Richardson, Interim Assistant City Manager
Subject: Approval of Appointments to the Alternative Emergency Response Subcommittee and Reappointment to Preservation Commission
Date: September 29, 2020

Recommended Action:

The Mayor recommends City Council approval of appointments of Alderman Cicely Fleming, Chair, Alderman Eleanor Revelle; James Barnett, Patti Capouch, Maureen McDonnell, Kristin Kennard, Evangeline Semark, and the reappointment of Jamie Morris, Suzie Reinhold, and Mark Simon to the Preservation Commission.

Council Action:

For Action

Summary:

For Appointment to the Alternative Emergency Response Subcommittee:

Alderman Cicely Fleming, Chair

Alderman Eleanor Revelle

James Barnett

James Barnett is the Community Outreach Manager with Connections for the Homeless

Patti Capouch

Patti Capouch is the Executive Director of Impact Behavioral Health.

Maureen McDonnell

Maureen McDonnell is the Executive Director of Peer Services.

Kristin Kennard

Kristin Kennard is the Director of Social Work with the Moran Center.

Evangeline Semark

Evangeline Semark is a community member with lived experience.

PRESERVATION COMMISSION REAPPOINTMENTS

Jamie Morris, Preservation Commission

Suzi Reinhold, Preservation Commission

Mark Simon, Preservation Commission