

**19-R-21**

**A RESOLUTION**

**Authorizing the City Manager to Negotiate and Execute a Consulting Contract with Kane McKenna and Associates, Inc. to Study the Creation of a New TIF District**

**WHEREAS**, the City of Evanston seeks to enter into a consulting contract with Kane McKenna and Associates, Inc. to study the eligibility of the creation of a new west Evanston Tax Increment Financing (“TIF”) district; and

**WHEREAS**, the next phase of the TIF review and implementation will take approximately four to six months to complete and will further examine the eligibility factors, identify redevelopment opportunities, draft the house impact studies, scheduling and participating in the public hearings and Joint Review Board (“JRB”) meetings and maintain/file paperwork for the TIF with the State of Illinois; and

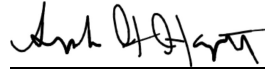
**WHEREAS**, the consulting agreement shall not exceed \$61,000.

**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:** The City Manager is hereby authorized to negotiate and execute a consulting contract, on behalf of the City of Evanston, with Kane McKenna and Associates, Inc. for an amount not to exceed \$61,000 to study the eligibility of the creating of a new west Evanston TIF district.

**SECTION 3:** That this Resolution 19-R-21 shall be in full force and effect from and after its passage and approval in the manner provided by law.



\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Attest:



\_\_\_\_\_  
Devon Reid, City Clerk

Approved as to form:



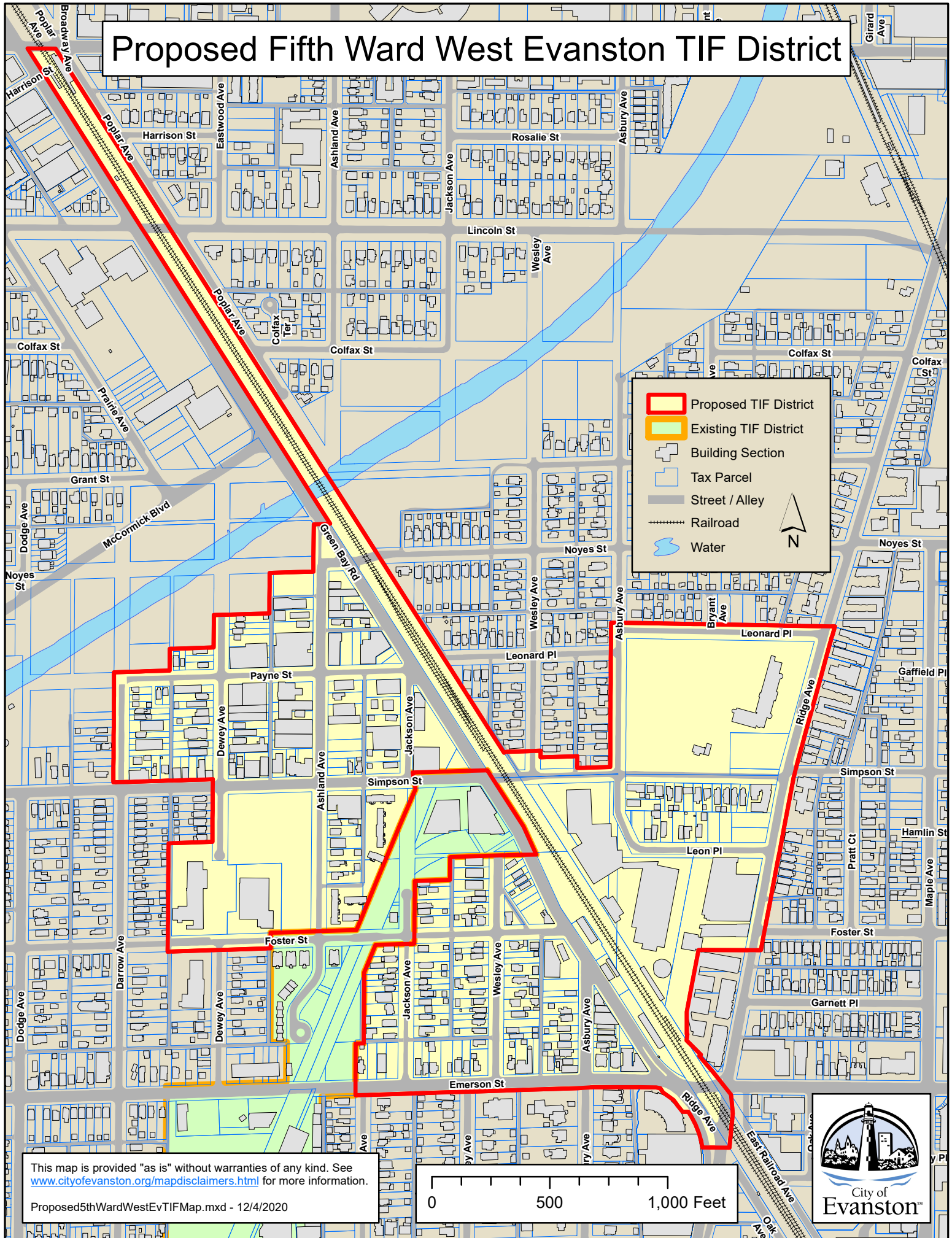
\_\_\_\_\_  
Kelley A. Gandurski, Corporation Counsel

Adopted: February 8, 2021

**EXHIBIT 1**

**Professional Services Agreement with Fire Recovery USA, LLC**

# Proposed Fifth Ward West Evanston TIF District

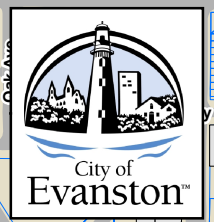
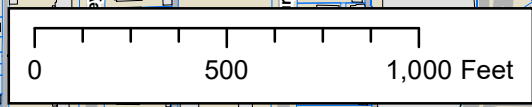


**Legend**

- Proposed TIF District
- Existing TIF District
- Building Section
- Tax Parcel
- Street / Alley
- Railroad
- Water

N

This map is provided "as is" without warranties of any kind. See [www.cityofevanston.org/mapdisclaimers.html](http://www.cityofevanston.org/mapdisclaimers.html) for more information.  
 Proposed5thWardWestEvTIFMap.mxd - 12/4/2020



**PRELIMINARY DRAFT FOR INTERNAL REVIEW ONLY**

# ***MEMO***

TO: Paul Zalmezak, Kathryn Boden  
City of Evanston

FROM: Kane, McKenna and Associates, Inc.

DATE: January 18, 2021

**RE: Preliminary Tax Increment Financing (TIF) Eligibility Report**

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## **EXECUTIVE SUMMARY:**

Kane, McKenna & Associates, Inc. (“KMA”) was retained by the City of Evanston to do a preliminary evaluation of an area consisting of approximately 283 tax parcels (refer to Exhibit A for map) to determine if the area could potentially qualify as a Tax Increment Finance District (“TIF”) under the Illinois Increment Allocation Redevelopment Act, 65 ILCS Section 5/11-74.4-1 *et seq.*, as amended (“the Act”). KMA reviewed these approximately 283 properties to determine whether at least three (3) of these TIF qualifying factors are potentially present, pursuant to these TIF Act eligibility requirements. KMA has found that, on a *preliminary* basis, these tax parcels, taken together as a whole, have the potential to meet six (6) of the thirteen (13) qualifying factors for designation as a TIF “Conservation Area”, as defined in the Act. *The findings set out below are **preliminary**, will need to be supplemented by review of the findings with the City, its attorneys, and engineers.*

## **I. Introduction**

At the request of the City of Evanston (the “City”), Kane, McKenna & Associates, Inc. (“KMA”) has reviewed the area consisting of approximately 283 tax parcels primarily, but not limited to, the area along the east and west sides of Green Bay Road between Clark Street to the south and Payne Street and Leonard Place to the north (the “Study Area”). KMA reviewed this Study Area in order to determine if Tax Increment Finance (TIF) district eligibility factors are potentially present, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (“the Act”). *The methodology and findings described herein are **preliminary** and subject to additional review and input from City staff and further investigation of the data by KMA in order for KMA to confirm of eligibility of the Study Area for designation as a Tax Increment Financing District pursuant to the Illinois Tax Increment.* A summary of the Act’s thirteen (13) eligibility criteria for a Conservation Area, along with the details of KMA’s preliminary analysis and findings are below.

The Study Area includes the approximately 283 tax parcels shown in Exhibit A. A majority of the parcels are improved with approximately 226 structures consisting of a mix of commercial, industrial, residential, recreational, and institutional uses. A map of the Study Area can be found in Exhibit B.

## **II. Methodology**

In evaluating the area’s potential qualification as a TIF District, the following methodology was utilized:

- 1) KMA undertook a preliminary field survey of the area to ascertain the predominant uses and exterior conditions of structures and parcel sites, as well as the conditions of streets, alleys, public walks, and other public improvements within the Study Area;
- 2) KMA examined 2014 through 2019 tax assessment information from the Cook County Clerk’s Office and Assessor’s Office
- 3) KMA looked at City planning documents, as well as information provided by City staff regarding code violations, and public infrastructure and utilities within the Study Area.

## **III. TIF Improved Area – Qualification Factors:**

Under the Act, "Conservation Area" means any improved, or vacant, area within the boundaries of a redevelopment project area located within the territorial limits of the municipality, in which 50% or more of the structures in the area have an age of 35 years or more, and where certain conditions are met, as identified below. (ILCS 5/11-74.4-1 et. Seq., as amended.). KMA estimates, that approximately two-hundred (200)

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of the estimated 226 structures, or 88%, are over 35 years of age. If a conservation area, industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of three (3) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

- (A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.
- (C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.
- (D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- (F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- (G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without

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windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material



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impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning. The Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or Declining EAV. The total equalized assessed value (EAV) of the Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

### **III. Preliminary Improved Area Qualification Factors and TIF Eligibility**

As a result of KMA's *preliminary* evaluation of the Study Area, the following factors are identified for potential qualification of the area as a "Conservation area" – **Note: All findings are to be supplemented by additional information as described below, or provided at a later date:**

#### **"Conservation Area" Qualification Factors**

Obsolescence – The Study Area appears to meet the Illinois TIF Act's required "Conservation Area" threshold finding that at least fifty percent (50%) of the structures in the Study Area are more than thirty-five (35) years old. KMA's preliminary analysis suggests that approximately eighty-eight (88%) of the structures within the Study Area are more than thirty-five (35) years old.

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1. **Obsolescence** – Under the Act, obsolescence is defined as the condition or process of falling into disuse. Structures have become ill suited for their original use. The Study Area potentially includes both functional and economic obsolescence.

As indicated previously, pursuant to KMA's preliminary analysis of Cook County data, it is estimated that approximately eighty-eight (88%) of the estimated 226 structures within the Study Area are over thirty-five (35) years old. In addition, it appears that approximately eighty-two percent (82%) of the approximate 226 structures are over fifty (50) years old, and approximately sixty-eight percent (68%) of the estimated 226 structures are over seventy-five (75) years old. In fact, Cook County data suggests that over fifty percent (50%), or approximately fifty-five (55%) of the estimated 226 structures, are over one-hundred (100) years old. Inherent with the advanced building ages of what appears to be a significant proportion of the structures within the Study Area is obsolescence. Generally, the presence of an abundance of aging structures contributes to obsolescence of the Study Area. In addition, the vintage development configurations associated with these advanced building ages, as compared to contemporary development standards and market conditions, contribute to their functional and economical obsolete. Examples of such potential functional and economic obsolescence within the Study Area was seen in incompatible land uses adjacent to one another without adequate buffering such as residential and commercial uses, insufficient off-street parking, excessive building lot coverage, and uses not consistent with original intended uses such as single-family structures used as multi-family structures or formerly residential structures used for commercial operations, among others.

2. **Deterioration of Buildings and Site Improvements** – The Act states that with respect to buildings, defects include, but are not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Based on KMA's field observations, and consistent with the apparent advanced ages of the majority of the structures, KMA estimates that at least fifty percent (50%) observed building exteriors and site improvements, among

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all use types, suffer from some sort of deterioration. Most of the deterioration preliminarily observed at building exteriors consists of, but was not limited to, deteriorated windows and doors or window and door frames, deteriorated or damaged overhead garage doors, masonry in need of tuckpointing, damaged exterior wood or metal siding, faded or peeling paint, damaged stair or stair rail systems, damaged gutters or downspout, and deteriorated building signage or awnings.

Deteriorated conditions related to site improvements that were preliminary observed include, but are not limited to, broken or damaged wood and metal fencing; cracked, crumbling or loose pavement at asphalt-paved parking lots, driveways or driveway aprons, and streets; settlement or potholes in pavement at parking lots, driveways or driveway aprons, and streets; cracked paving at concrete alleyways, weed/vegetation growth in cracked pavement and/or loose pavement; faded and cracked parking space striping and other traffic control paint at off-street parking surfaces and curbs, and deteriorated or crumbling curbs and gutters.

3. **Excessive Land Coverage and Overcrowding of Structures and Community Facilities** - The Act states that excessive land coverage and overcrowding of structures and community facilities consist of over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading service.

Excessive land coverage and overcrowding of structures also appeared to exist throughout the Study Area, primarily as inadequate off-street parking at commercial properties. In addition, the amount of space at many of the loading areas of the older commercial uses in the Study Area appear to be inadequate by contemporary standards and seem to rely on streets or off-street parking and alleyway parking for some part of loading operation. To the

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extent that these loading area deficiencies are inconsistent with City land use and zoning regulations are subject of further review with City staff, The existence of alleyways throughout all of the blocks within the Study Area have facilitated what appears to be excessive land coverage at residential parcels, compared to today's standards, by encouraging a seemingly ubiquitous development of detached garages on the rear lots of their residential structures.

4. **Lack of Community Planning** - The Act states that the Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Much of the Study Area (approximately 82% of the structures). was developed well before the City's adoption of its first comprehensive plan in 1972. A significant proportion of the area appears to have been developed at least fifty (50) years prior to adoption of the City's first comprehensive plan, well before contemporary market conditions and development standards. The age and layout of these older structures look as if they have contributed to the presence of land use relationships that establish a lack of community planning in the Study Area.

Preliminarily, current conditions that result from a lack of community planning seem to consist of poor traffic circulation generated by numerous dead-end streets and alleyways, irregular lot configurations and sizes, inefficient ingress/egress at certain locations, parcel layouts that do not meet modern development standards, insufficient off-street parking and loading zones, incompatible land uses adjacent to one another without adequate buffering, and lot coverages in excess of contemporary zoning standards.

5. **Inadequate Utilities** - Under the Act, inadequate utilities are those that are:  
(i) of insufficient capacity to serve the uses in the Redevelopment Project Area;

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(ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

City public works staff estimates that there are 12,655 feet of water main between 6" and 18" diameter that is more than 80 years old that and in need of replacement. Given the apparent advanced age of this and possibly other infrastructure such as storm and sanitary sewer, this qualification factor requires further review with City staff and engineers.

6. **“Stagnant” or Declining EAV** - The total equalized assessed value (“EAV”) of the redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available, or increasing at an annual rate that is less than the Consumer Price Index (CPI) for All Urban Consumers published by the United States Department of Labor or successor agency for five (5) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

The table in Exhibit C suggests that the total EAV of the Study Area has been increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available.

**IV. Summary**

Based upon our preliminary review, the following TIF qualifications may be present, subject to further review of KMA’s findings by City staff.

<u>Study Area</u>	<u>Potential TIF Factors</u>
Conservation Area	1) Obsolescence 2) Deterioration 3) Excessive Land Coverage 4) Lack of Community Planning 5) Inadequate Utilities 6) “Stagnant” or Declining EAV

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**These findings are preliminary – to be supplemented by the review of these findings with the City staff.**

**KMA's observations and analysis of the Study Area suggests that it could worthwhile to examine possible modifications to the tax parcels list and corresponding proposed TIF boundaries. KMA is available for discuss of various options for for proposed TIF boundaries.**

EXHIBIT A  
PROPOSED TIF DISTRICT TAX PARCELS

10-12-414-004-0000	10-12-420-012-0000	10-12-422-012-0000
10-12-414-005-0000	10-12-420-013-0000	10-12-422-013-0000
10-12-414-006-0000	10-12-420-014-0000	10-12-422-014-0000
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10-12-414-009-0000	10-12-420-016-0000	10-12-422-017-0000
10-12-415-002-0000	10-12-420-017-0000	10-12-422-003-0000
10-12-415-003-0000	10-12-420-018-0000	10-12-422-018-0000
10-12-415-004-0000	10-12-420-021-0000	10-12-422-019-0000
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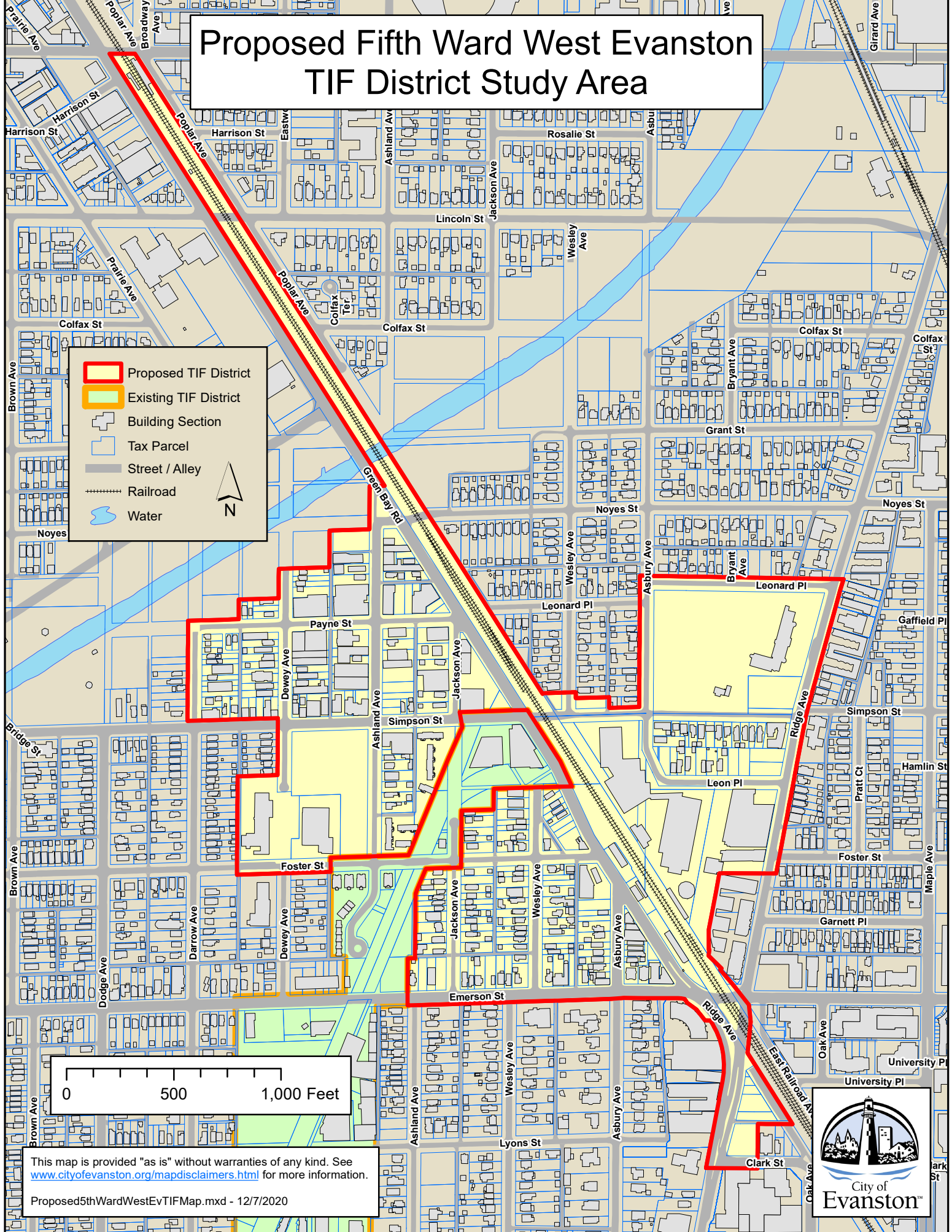
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10-13-211-019-0000	10-13-213-006-0000	11-18-106-024-0000
10-13-211-020-0000	10-13-213-007-0000	11-18-106-026-0000
10-13-211-021-0000	10-13-213-008-0000	11-18-106-027-0000
10-13-211-022-0000	10-13-213-009-0000	11-18-106-028-0000
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**EXHIBIT B**

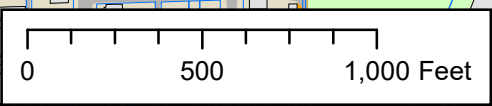
**MAP OF PROPOSED TIF DISTRICT**

# Proposed Fifth Ward West Evanston TIF District Study Area



**Legend**

- Proposed TIF District
- Existing TIF District
- Building Section
- Tax Parcel
- Street / Alley
- Railroad
- Water



This map is provided "as is" without warranties of any kind. See [www.cityofevanston.org/mapdisclaimers.html](http://www.cityofevanston.org/mapdisclaimers.html) for more information.  
 Proposed5thWardWestEvTIFMap.mxd - 12/7/2020

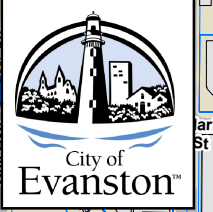


EXHIBIT C  
EAV ANALYSIS

EAV ANALYSIS  
**PROPOSED EVANSTON TIF**

	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>
<b>Total EAV</b>	34,446,678	26,826,743	26,280,894	25,716,350	23,237,658	23,879,273
%change	28.40%	2.08%	<b>2.20%</b>	<b>10.67%</b>	<b>-2.69%</b>	
<b>City EAV</b>	3,432,148,547	2,720,580,914	2,740,060,120	2,670,411,769	2,196,021,525	2,244,569,975
Balance City EAV	3,397,701,869	2,693,754,171	2,713,779,226	2,644,695,419	2,172,783,867	2,220,690,702
%change	26.13%	-0.74%	2.61%	21.72%	-2.16%	0.00%
<b>CPI</b>	1.70%	2.40%	2.10%	1.30%	0.10%	1.60%

**Kane, McKenna**  
and Associates, Inc.

150 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606

T: 312.444.1702  
F: 312.444.9052

January 21, 2021

Mr. Paul Zalmezak  
Economic Development Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

**RE: City of Evanston Proposed 5th Ward/West Evanston TIF**

Dear Mr. Zalmezak:

Pursuant to our recent discussions with you, Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the City of Evanston, Illinois (the "City") in reference to tax increment financing programs pertaining to the designation of the area generally located along the east and west sides of Green Bay Road between Clark Street to the south and Payne Street and Leonard Place to the north (the "TIF").

Kane, McKenna and Associates, Inc. will provide the following services to the City as necessary, and only for areas specifically identified by the City.

**PHASE I - UPDATE OF QUALIFICATION FACTORS AND ECONOMICS OF THE PROPOSED TIF**

- 1) KMA will assist the City staff to confirm boundaries of the proposed redevelopment areas based upon site visits, historic assessed value analysis and results of any analysis presently or previously undertaken by the City. City staff may be relied upon to provide assistance relating to GIS maps, land use surveys, and sources of information relating to term of vacancy, utility service, etc.
- 2) Review the current EAV of the properties in relation to potential redevelopment identified through City plans and goals.
- 3) Assist the City in meeting with affected taxing districts concerning the proposed TIF designation.

Mr. Paul Zalmezak  
Page Two  
January 21, 2021

- 4) Assist the City to update the "TIF eligibility analysis".

At a minimum, the update would include the following:

- a. Review areas for land use and conditions and summarize results.
- b. Evaluate preliminary TIF District boundaries.
- c. Prepare a survey analysis and identify necessary documentation to back up findings, pursuant to any potential designation.
- d. Review and discuss potential applicability of other economic development programs, State, Federal or local.

## **PHASE II - COMPLETE IMPLEMENTATION TO REDEVELOPMENT PLAN AND PROJECT**

If the City decides to move forward, KMA would, prepare the redevelopment plan for the proposed area which would include:

- 1) A statement of redevelopment goals and objectives.
- 2) Examination of TIF or other program qualification factors and presentation of rationale for basis under which the TIF District or other program is to be justified under State law.
- 3) A statement of eligible redevelopment activities may be implemented under the Plan.
- 4) Presentation of analysis for the proposed redevelopment project including a review of revenues and expenditures in relation to the proposed term of the TIF District.
- 5) A detailed discussion of impediments to the successful redevelopment of the proposed area, and the measures the City could undertake to eliminate such barriers so to promote economic revitalization to the said area.



Mr. Paul Zalmezak  
Page Three  
January 21,2021

- 6) Assist the City by participating in required public hearings and Joint Review Board meetings, including: a) helping to insure preparation and execution of proper notification as required for all meetings; and b) providing any and all necessary support.
- 7) Assist the City in participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help City to follow the procedures for such gatherings as required by State law.
- 8) Work with the City's counsel to meet all the requirements of Illinois law so to insure proper designation of the TIF District.
- 9) Assist City's counsel in preparation of the appropriate Ordinances required for adoption of the redevelopment plans and proposed project by the City to legally designate the TIF District.
- 10) Assist the City to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for establishment of the TIF District.
- 11) Assist City to prepare and attend Public meetings as required by the TIF Act.

**PHASE IIB: Prepare Housing Impact Study (HIS)-(If Required)**

- 1) Prepare draft HIS conformant with requirements of the TIF Act.
- 2) Review draft HIS with City staff.
- 3) Finalize HIS for inclusion in draft TIF plan.

The Housing Impact Study may be necessary depending upon the number of inhabited residential units within the boundaries of the proposed Project area, per the TIF Act.

Mr. Paul Zalmezak  
Page Three  
January 21,2021

**COMPENSATION FOR SERVICES**

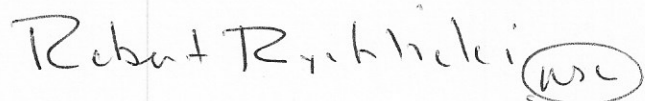
Chairman/President	\$225.00/Hour
Executive/Senior Vice President	\$200.00/Hour
Officers	\$175.00/Hour
Associates	\$125.00/Hour
Research Associate	\$ 70.00/Hour
Administrative	\$ 30.00/Hour

Hourly billings associated with Phase I are estimated to be in the range of \$12,500 to \$15,000. Phase II billings are estimated to be in the range of \$32,500 to \$37,500. Phase IIb billings are estimated to be in the range of \$7,500 to \$8,500. These estimates may be revised depending upon the number of meetings required by the City. Note: the estimates do not include any out of pocket expenses associated with legal/newspaper publication, preparation of the legal description, certified mailings and large scale copying jobs associated with the mailings.


City shall have the right to cancel this Contract at any time upon three (3) business days' notice.

Please indicate City's acceptance of this Agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this assignment.

Sincerely,

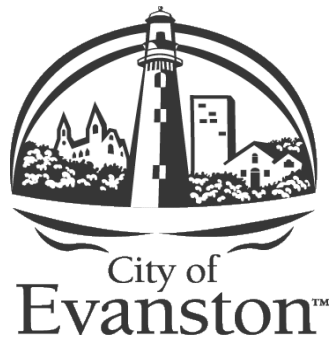
 Robert Rychlicki (usc)

Robert Rychlicki  
Executive Vice President



Nina J. Coppola  
Vice President





**CITY OF EVANSTON  
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

*New West Evanston Tax Increment Financing (TIF) District Eligibility Study and Plan  
("the Project")*

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 23\_\_ day of February, 2021 between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and Kane, McKenna and Associates, Inc., with offices located at 150 North Wacker Drive, Suite 1600 Chicago, Illinois 60606 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$61,000

**I. COMMENCEMENT DATE**

Consultant shall commence the Services no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

**II. COMPLETION DATE**

Consultant shall complete the Services within 26 weeks or by August 23, 2021 for presentation to the City Council no later than September 13, 2021. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

**III. PAYMENTS**

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

#### **IV. DESCRIPTION OF SERVICES**

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A and Consultant's New West Evanston TIF Contract Proposal (Exhibit B)

#### **V. GENERAL PROVISIONS**

**A. Services.** Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the

provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

**B. Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

**C. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

**D. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may

be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

**E. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

**F. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

**G. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

**H. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

**I. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance

coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

**J. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional



services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

**K. Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access

Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

**L. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

**M. No Assignments or Subcontracts.** Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

**N. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

**O. Liens and Encumbrances.** Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

**P. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

**Q. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

**R. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

**S. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

**T. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

**U. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

**V. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

**B.** That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

## **VII. SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

## **VIII. CONSULTANT CERTIFICATIONS**

- A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.
- B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 *et seq.*) and applicable rules in performance under this Agreement.
- C.** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.
- D.** Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).
- E.** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

**F.** Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**G.** If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

**H.** Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

**IX. INTEGRATION**

This Agreement, together with Exhibits A, B, and C sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

**IN WITNESS WHEREOF**, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

**CONSULTANT:**

**CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201**

By \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A – Project Milestones and Deliverables**

This EXHIBIT A to that certain Consulting Agreement dated \_\_February 23\_\_, 2021 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and Kane, McKenna and Associates, Inc., (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

- I. COMMENCEMENT DATE: February 23, 2021**
- II. COMPLETION DATE: August 23, 2021**
- III. FEES: not to exceed \$61,000**
- IV. SERVICES/SCOPE OF WORK: Update the TIF eligibility analysis, prepare the redevelopment plan, and prepare a Housing Impact Study as needed**

As defined in Consultants New West Evanston TIF Contract Proposal (Exhibit B)  
Dated: January 21, 2021