AGENDA
City Council
Monday, July 26, 2021
Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800
6:30 PM

Administration & Public Works Committee begins at 4:30pm
Planning & Development Committee begins at 5:15pm
City Council convenes at 6:30pm or the conclusion of Planning & Development Committee

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

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(I) ROLL CALL- COUNCILMEMBER REID

(II) MAYOR PUBLIC ANNOUNCEMENTS AND PROCLAMATIONS

(III) CITY MANAGER PUBLIC ANNOUNCEMENTS

C1. **Introduction of Michelle Ozuruigbo, New Deputy City Attorney**

(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. **Discussion of a ARPA Funding Process** 11 - 39

Staff recommends City Council review and provide direction on the proposed allocations for the American Rescue Plan Act (ARPA) funds and the process the City will utilize to expend the funds.

For Discussion

Discussion of a ARPA Funding Process - Attachment - Pdf

(VII) CONSENT AGENDA - CITY COUNCIL MINUTES

CM1. **Approval of the Minutes of the Regular City Council meeting of July 12, 2021** 40 - 50

Staff recommends approval of the minutes of the Regular City Council meeting of July 12, 2021.

For Action

CC Minutes 7.12.2021

(VIII) CONSENT AGENDA - ADMINISTRATION & PUBLIC WORKS COMMITTEE

A1. **Approval of the City of Evanston Payroll, and Bills List** 51 - 75

Staff recommends City Council approval of the City of Evanston Payroll for the period of June 21, 2021, through July 4, 2021, in the amount of $3,047,578.12 Bills List for July 27, 2021, in the amount of $1,693,705.93.

For Action

Approval of the City of Evanston Payroll, and Bills List - Pdf

A2. **Approval of Contract Award with J.A. Johnson Paving Company for the 2021 Parking Lot and Park Improvements Project (Bid No. 21-18)** 76 - 80

Staff recommends the City Council authorize the City Manager to execute an agreement with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) for the 2021 Parking Lot and Park Improvements Project (Bid No. 21-18) in the amount of $196,071.46. Funding is provided from the CIP Fund 2021 General Obligation Bonds (Account 415.40.4121.65515 – 520006), which has an approved FY 2021 budget of $60,000 and the Good Neighbor Fund (Account 415.40.4219.65515-52006), which has an approved FY 2021 budget of 150,000. A detailed funding summary is included in the memo below.

For Action

Approval of Contract Award with J.A. Johnson Paving Company for the 2021 Parking Lot and Park Improvements Project (Bid No. 21-18) - Attachment - Pdf

A3. **Approval of Contract with Garland/DBS Inc. for the 2021 Citywide Roof Assessments of Various City Facilities** 81 - 87

Staff recommends City Council authorize the City Manager to execute a contract for Citywide Roof Assessments of Various City Facilities with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $39,087.00. Funding will be provided from the Capital Improvement Fund 2021 General Obligation Bond in the amount of $33,867, and from the Water Fund in the amount of $5,220. Detailed funding information is available in the attached memorandum.

For Action

Approval of Contract with Garland/DBS Inc. for the 2021 Citywide Roof Assessments of Various City Facilities - Attachment - Pdf

A4. **Approval of an Agreement for a Sole-Source Purchase with Spring City Electrical Manufacturing for Tallmadge Street Light Poles** 88 - 90

Staff recommends the City Council authorize the City Manager to approve the purchase of 11 Tallmadge street light poles and LED luminaire fixtures under the existing sole-source agreement with Spring City Electrical Manufacturing (One South Main Street, Spring City, PA, 19475) for a total cost of $48,785.00. Funding for this purchase will come from the Capital Improvement Program 2021 General Obligation Bond (Account No. 415.40.4121.65515 - 421018), which has a FY 2021 budget of $50,000 for street light replacements, all of which is remaining.

For Action

Approval of an Agreement for a Sole-Source Purchase with Spring City Electrical Manufacturing for Tallmadge Street Light Poles - Attachment - Pdf

A5. **Approval of an Agreement for a Sole-Source purchase of a Toro Groundsmaster Riding Mower, Model GM3200 from Reinders, Inc.** 91 - 94

Staff recommends that City Council authorize the City Manager to execute an agreement for the sole-source purchase of a Toro Groundsmaster riding mower, Model GM3200, with Reinders, Inc., (911 Tower Road, Mundelein, IL 60060) in the amount of $44,826.21. Funding for this purchase is from the General Fund Greenways (account 100.40.4330.65550) in the amount of $26,000 and the General Fund Snow & Ice (account 100.40.4550.65085) in the amount of $18,826.21.

For Action

Approval of Sole Source Purchase with Reinders for Toro Groundsmaster Riding Mower Model GM3300 - Attachment - Pdf

A6. **Approval of the Sole-Source Annual Renewal of the CAD Software License and Service Agreement with CentralSquare Technologies** 95 - 101

Staff recommends the City Council authorize the City Manager to renew a sole-source software license and service agreement with CentralSquare Technologies (1000 Business Center Drive, Lake Mary, FL) for the Evanston Police Department's CAD (Computer Aided Dispatch) software in the amount of $82,681.48. The agreement is effective from May 1, 2021 through April 30, 2022. Funding will be provided by the Emergency Telephone System Service Agreements & Contracts Line Item (Account 205.22.5150.62509) with a FY21 budget of $305,000 and an YTD balance of $194,289.61.

For Action

Approval of the Sole-Source Annual Renewal of the CAD Software License and Service Agreement with CentralSquare Technologies - Attachment - Pdf

A7. **Resolution 76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund** 102 - 104

Staff recommends adoption of Resolution 76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund.

For Action

Resolution 76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund - Attachment - Pdf

A8. **Resolution 75-R-21 Authorizing the City Manager to Enter into a Lease Amendment with the Metropolitan Water Reclamation District of Greater Chicago** 105 - 182

Staff requests that the City Council authorize the City Manager to enter into a lease amendment with the Metropolitan Water Reclamation District of Greater Chicago.

For Action

Resolution 75-R-21 Authorizing the City Manager to Enter into a Lease Amendment with the Metropolitan Water Reclamation District of Greater Chicago - - Pdf

A9. **Resolution 70-R-21 Authorizing the City Manager to Execute a Memorandum of Understanding Between the City, Northwestern University and Canal Shores for Tailgating and Parking Management During Northwestern Wildcat Football Home Games** 183 - 301

Staff requests that City Council authorize the City Manager to execute a Memorandum of Understanding between the City, Northwestern University and Canal Shores for tailgating and public parking management during Northwestern Wildcat Football home games.

For Action

Resolution 70-R-21 Authorizing the City Manager to Execute a Memorandum of Understanding Between the City, Northwestern University and Canal Shores fo - Pdf

A10. **Resolution 72-R-21, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Police Detail Services** 302 - 318

Staff recommends City Council adoption of Resolution 72-R-21, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Police Detail Services. Funding will be paid out of the Special Detail Overtime Line Item in various business units of the Police Department (Object Code 61112), which has a FY 2021 budget of $280,854.00. The execution of the new agreement will increase the current CTA agreement cost of $207,995.00 by $57,005.00 for a total of $265,000.00. The agreement obligates the CTA to reimburse the Evanston Police Department for all wages paid at the then-current off-duty officer flat rate. In no event shall CTA reimburse the Police Department more than $265,000.00 per annum. The CTA shall also reimburse the Police Department an additional 10% of the flat rate to cover payment for time lost and medical benefits paid due to an injury while engaged in work on CTA Special Detail assignment and other benefits and administrative overhead. Reimbursement of said overhead shall not exceed the per annum amount.The revenue received from the CTA to cover the salary and administrative expense is budgeted in Police Department – Administration – Police Details (Account 100.22.2205.52541) with a 2021 budget of $300,000.

For Action

Resolution 72-R-21, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Poli - Pdf

A11. **Ordinance 81-O-21, Amending Title 4, Chapter 13 "Floodplain Regulations"** 319 - 367

Staff recommends City Council adoption of Ordinance 81-O-21, Amending Title 4, Chapter 13 "Floodplain Regulations".

For Introduction

Ordinance 81-O-21, Amending Title 4, Chapter 13 "Floodplain Regulations" - Attachment - Pdf

A12. **Ordinance 80-O-21 Authorizing 2021 General Obligation Bond Issues** 368 - 528

Staff recommends City Council approval of Ordinance 80-O-21 providing for the issuance of not-to-exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, to finance capital improvements and refund certain outstanding bonds of the City, authorizing the execution of a bond order in connection there with, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale, which is tentatively scheduled for late August. General Obligation Corporate Purpose Bonds are issued for capital projects (not to exceed $10,500,000). This bond issue also includes refunding of outstanding amount of Series 2012A (not to exceed $8,000,000) with an estimated savings of around $500,000. The debt service for 2021 bonds (capital projects portion) will be paid out of the future tax levy.

For Introduction

Ordinance 80-O-21 Authorizing 2021 General Obligation Bond Issues - Attachment - Pdf

A13. **Ordinance 68-O-21, Amending City Code Section 1-17-4-2 “Sale of Real Property"** 529 - 533

Staff recommends City Council adoption of Ordinance 68-O-21, Amending City Code Section 1-17-4-2 “Sale of Real Property".

For Introduction

Ordinance 68-O-21, Amending Title 8 Chapter 4 of the City Code Concerning MunicipalSolid Waste - Attachment - Pdf

A14. **Ordinance 57-O-21, Amending City Code Section 10-11-10 "Limited Parking" to Add Pilot Program at Various Lakefront Locations** 534 - 538

Staff recommends City Council adoption of Ordinance 57-O-21, amending Section 10-11-10 "Limited Parking" to add Subsection X(Q) regarding a parking pilot program. Parking staff recommends Evanston rates to be $3.00 per hour for streets along the lakefront with enforcement between 8am-9pm seven days per week from July 19, 2021, to October 31, 2021. A vehicle registered to an Evanston address with a current year paid wheel will not need to pay for Lakefront parking sessions. Staff will install Pay Stations for coin or credit card transactions, and zones will be created to allow for ParkEvanston app payments. The Ordinance was approved for Introduction at the June 28, 2021 City Council meeting. The Ordinance was on the agenda for Action at the July 12, 2021 City Council meeting, but a motion to hold the item was made and received a second. Ordinance 57-O-21 returns for Action on July 26, 2021.

For Action

Ordinance 57-O-21, Amending City Code Section 10-11-10 "Limited Parking" to Add Pilot Program at Various Lakefront Locations - Attachment - Pdf

A15. **Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes** 539 - 543

Staff recommends City Council adoption of Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes.

For Action

Ordinance 79-O-21, Amending Title 8 Chapter 4 of the City Code Concerning MunicipalSolid Waste - Attachment - Pdf

(IX) CONSENT AGENDA - PLANNING & DEVELOPMENT COMMITTEE

P1. **Ordinance 61-O-21, Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue** 544 - 626

The Preservation Commission recommends City Council adoption of Ordinance 61-O-21, Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue.

For Introduction

Ordinance 61-O-21, Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue - Attachment - Pdf

(X) CONSENT AGENDA - HUMAN SERVICES COMMITTEE

H1. **Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches** 627 - 636

Staff recommends City Council adoption of Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches.

For Action

Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches - Attachment - Pdf

H2. **Ordinance 74-O-21, Amending the City Code to Allow Dogs at Outdoor Restaurant Patios** 637 - 652

Staff recommends City Council adoption of Ordinance 74-O-21, amending the City code to allow dogs at outdoor restaurant patios. Staff recommends an effective date of August 27, 2021, for implementation to allow 30 days for the Health and Human Services Department to prepare the application, formulate a permit process, and develop enforcement policies. The number of dogs allowed will be based on the square footage of the outside café.

For Action

Ordinance 74-O-21, Amending the City Code to Allow Dogs at Outdoor Restaurant Patios - Attachment - Pdf

(XI) CONSENT AGENDA - RULES COMMITTEE

R1. **Ordinance 76-O-21, Amending Section 1-7-4 of the City Code Concerning Deputy Clerk Appointments** 653 - 655

The Rules Committee recommends City Council adoption of ordinance 76-O-21, amending Section 1-7-4 of the City Code concerning deputy clerk appointments.

For Introduction

Ordinance 76-O-21, Amending Section 1-7-4 of the City Code Concerning Deputy Clerk Appointments - Attachment - Pdf

R2. **Adoption of Resolution of 74-R-21, Adopting the Rules and Organization of City Council as Amended July 7, 2021** 656 - 690

The Rules Committee recommends adoption of Resolution 74-R-21, Adopting the Rules and Organization of City Council as Amended July 7, 2021.

For Action

Adoption of Resolution of 74-R-21, Adopting the Rules and Organization of City Council as Amended July 7, 2021 - Attachment - Pdf

(XII) CALL OF THE WARDS

(Aldermen shall be called upon by the Mayor to announce or provide information about any Ward or City matter which an Alderman desires to bring before the Council.) {Council Rule 2.1(10)}

(XIII) EXECUTIVE SESSION

(XIV) ADJOURNMENT

(XV) UPCOMING ALDERMANIC COMMITTEE MEETINGS

DATE	TIME	BOARD/COMMITTEE/COMMISSION
7/28/21	2:30 PM	Design and Project Review Committee
7/28/21	6:00 PM	Economic Development Committee
7/28/21	7:00 PM	Plan Commission
8/2/21	5:00 PM	Rules Committee
8/2/21	6:00 PM	Human Services Committee
8/4/21	2:30 PM	Design and Project Review Committee
8/5/21	9:00 AM	Reparations Committee Meeting
8/5/21	9:00 AM	Referrals Committee
8/5/21	7:00 PM	Housing & Homelessness Commission

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Erika Storlie, City Manager
Subject:	Discussion of a ARPA Funding Process
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council review and provide direction on the proposed allocations for the American Rescue Plan Act (ARPA) funds and the process the City will utilize to expend the funds.

Council Action:
For Discussion

Summary:
During the month of June, staff conducted 3 town hall meetings with community members to share information and gather feedback regarding the ARPA funding the City is receiving from the federal government. One meeting was held virtually, one meeting was held in person in English and one meeting was held in person in Spanish.

At each meeting, City staff asked the following questions for community members to consider:

1. How should the City divide the $43 million ARPA funds between (a) infrastructure; (b) public health; (c) economic impact; and (d) City finances?
2. How would you like to be engaged in the process of City budget and allocation of ARPA funds?
3. What areas of the City could most benefit from ARPA funding and why?
4. Assuming there will not be further grants from the federal government, what are some self-sustaining programs you would like to see the City invest in to improve the community?
5. What areas of the City do you feel have been disproportionately impacted by COVID-19 or lack of City funding?
6. What infrastructure initiatives are important to you?
7. How can the City invest in economic development in a way that will best impact its residents?

Each town hall had a presentation for how ARPA may be allocated as well as a short presentation on the City's budget. There was an opportunity for community members to share feedback, questions and concerns on open mic and/or roundtables. City staff captured the

community feedback and categorized the comments in the documents attached. The City hired a Spanish-speaking facilitator and translator from Envisioning Equity Work for the Spanish Town Hall and they created a report and recommendations are attached. Staff is able to send out additional surveys to the participants at the direction of the City Council if needed. Information for the ARPA town halls and videos may be viewed here: https://www.cityofevanston.org/government/american-rescue-plan-act-arpa/-fsiteid-1

Approximately 313 people attended the three Town Hall events. Staff categorized comments and questions that were provided by the community throughout the events. Importantly, while the turnout for each town hall event was substantial, not everyone who participated spoke. In two of the three town halls, community members were placed in groups, and a representative of each group spoke on behalf of individuals in the group. The largest portion of comments concerned economic impacts and public health, while the least amount of comments were made regarding premium pay.

Allocation of Funding Per Category

Based on the feedback from the community and the City Council, staff has set the following categories for allocations of funding. These categories are consistent with the guidelines and any funding to be approved in each of these categories would be analyzed to determine if it meets the criteria established by ARPA.

Category	**Proposed Funding Amount**
Economic Development	$5,500,000
Social Services	$3,000,000
City Finances & Infrastructure	$22,000,000
Inclusive & Equitable Recovery	$6,000,000
Participatory Budgeting	$2,500,000
Hold	$4,173,654
Total	**$43,173,654**

Description of Each Category and Proposed Funding Approval Process

Economic Development

The funding category of Economic Development includes any and all projects related to the recovery of our business community. This could include but is not limited to direct support for businesses or business districts, specific infrastructure that would spur economic growth, workforce development and job creation.

The funding process for this category would start with an open call for projects with an application and a deadline for submission to the City. Once the submission deadline passed, staff would review projects for compliance with the ARPA act. If they were determined to meet the criteria for funding under the Act, they would then be scored via a process similar to how the City scores bids and RFPs. Once scored, the submissions would go to the Economic

Development Committee for review. The Economic Development would be charged with deciding which proposals would be funded and making that recommendation to the City Council for final approval. It is proposed that this process would begin in August.

Social Services

The funding category of Social Services includes any and all funding requests related to the provision of social services within the community to address community needs such as mental health, childcare, food insecurity and housing.

Similar to the Economic Development category, the funding process for this category would include the same open call for proposals and a vetting process to determine if the proposal meets the criteria of the Act. All funding requests that meet the criteria would be scored by staff using a matrix of weighted criteria approved by the Social Services Committee. Once scored, all proposals would go to the Social Services Committee to determine those that will be funded and then those would proceed to City Council for final approval. It is proposed that this process also begin in August.

City Finances & Infrastructure

The process for all items that fall under City finances and infrastructure would be recommended from staff directly to the City Council for consideration. Due to the identified priority of ARPA being to provide much needed aid directly to Cities, the largest allocation of the funding is targeted for this category. Additionally, ARPA includes separate direct aid for many categories of need that are also included in staff's recommendation for funding allocation such as mental health, rental assistance and childcare. Staff is working diligently with our non-profit community to assist them in securing direct funding from the federal government to reduce the need for funding from the City of Evanston's allocation to maximize the flow of federal funds into the City.

Proposed funding for this category includes but is not limited to capital improvement projects, lead service line replacement, water and sewer improvements, revenue loss, administrative costs, staffing to return to pre-covid levels and hazard pay.

Based on the definition of "general revenue" included in the Interim Final Guidelines issued on ARPA, for 2020 the City is expecting to claim revenue losses in the amount of $10,391,436.73 for the General Fund and $4,078,767.85 for the Parking Fund. Staff expects to claim a similar amount for the 2021 revenue loss.

Staff has identified a long list of ideas to present to the council for funding via this category and will tentatively present those at one of the September City Council meetings. Three time sensitive proposals will come to the City Council for review at the August meeting. The first of those is to use ARPA funds in the amount of $3,000,000 for water projects and $950,000 for parking capital projects in 2022 to avoid the necessity of borrowing for these projects. This would result in reduced debt service for Water and Parking Funds and mitigating the need to increase water and parking rates in order to pay the debt service. Staff will also be recommending $300,000 for the Guaranteed Basic Income Program to supplement the funds being provided by the Good Neighbor Funds as well as approximately $100,000 to fund the creation of the CARP Implementation Plan.

Inclusive & Equitable Recovery

In addition to responding to the immediate harms caused by the pandemic, ARPA recipients are encouraged to use funding to address its greater impact on low-income communities with pre-existing health and economic disparities, as well as housing insecurity. Cross-category funding can be focused geographically to support inclusive and equitable recovery with long-term health and economic outcomes. Services provided in HUD Qualified Census Tracts (QCT) where ≥ 50% of households have incomes < 60% of the Area Median Gross Income, are considered eligible uses of ARPA funding. Census tract 8092, primarily the 5th Ward west of Green Bay Road, is a QCT. This tract comprises Evanston's historically African-American neighborhood and includes the majority of its redlined area. It experienced the highest levels of vacancies, foreclosures, and displacement of residents in the foreclosure crisis and recession that followed. Residents of 8092 have the shortest estimated life expectancy in Evanston, just 75.5 years, and 13.3 years less than residents of tract 8088 in northeast Evanston. Eligible services include:

- Homeless services including supportive housing and housing navigation assistance to high opportunity neighborhoods and jobs
- Affordable development and rehabilitation to increase the supply of high quality affordable housing units
- Childcare, home visiting programs to provide access to training on child development and positive parenting, economic supports, health needs and other services
- Support for non-profit service providers to expand their capacity to provide services.

Other sources that could be layered with ARPA Local Fiscal Recovery Funds include:

- The City's additional $1.3M of HOME from ARPA, Low Income Housing Tax Credits (prioritized for QCTs), Affordable Housing Fund (AHF), and TIF, pending approval of the 5/5ths TIF, for housing development
- CDBG, AHF, and IHDA owner-occupied rehab funds, and potentially Weatherization and HUD Lead Hazard Reduction funds through Cook County and CEDA/DCEO for housing rehab
- CDBG-CV and CDBG for public facilities improvements such as Family Focus
- TIF, CDBG-CV and CDBG Section 108 Loan funding for economic development
- CDBG, CDBG-CV and Local Human Services funding for social services

Participatory Budgeting

The participatory budgeting category is included so that community members may have a direct say in the allocation of a portion of the ARPA funding. Staff is proposing that this category occur after the processes of the Economic Development and Social Services has been completed so that any proposals that were unfunded under those categories would have an additional opportunity to be funded from this category. A target date for starting this process would be in early spring 2022. An RFP would be issued and the City Council would approve of a contract with an organization that would conduct the participatory budgeting process for the City with input from the City Council and the community.

Holding

Staff is proposing that $4,173,654 be held and unallocated in case Covid-19 restrictions need to be put in place again due to a resurgence or to address still unmet needs identified after the

first funding allocations have been distributed. Staff proposes returning to City Council next summer to review funding expended to date and to discuss this allocation.

Legislative History:
At the May 24, 2021 City Council meeting, staff presented an overview of ARPA and the funding guidelines.
Presentation
Staff Memo

Attachments:
Community Feedback from ARPA Town Halls
Responses to the COVID-19 Action Plan
City of Evanston Latinx Recommendations

Community Feedback from ARPA Town Halls

Below are the responses from community members to the questions that were presented at each town hall / roundtable, broken down by category. Some of the comments may not fall into an ARPA-related category, but staff felt it important to capture every comment for the City Council to review. There were approximately 313 participants total.

1. **Public Health**
    a. ARPA funds should go to health care, child care, affordable housing, equity and police. Police should do less policing and the City should expend more resources on mental health instead.
    b. Some of the ARPA funds should be used for youth programs in schools, tutoring programs (due to youth impacted negatively by COVID-19 being out of school).
    c. Social workers should be hired to work with EPD
    d. City Council has cut the budget for social services for youth over the years. EPD now intervenes in youth matters where counseling and therapy are necessary. Community members want specific youth services / counseling / therapy rather than using EPD resources for this.
    e. Largest priority for ARPA funding should be in areas of public health concerns.
    f. Mental health programs should be at the forefront of ARPA funding.
    g. COVID impacted disproportionately low income and people of color, and ARPA should be used to alleviate the negative impact.
    h.
    i. City Council should be examining how ARPA can be used to help senior citizens.
    j. Increase public health and social service programming to deter violence in the city
    k.
    l. Since the community does not know and understand fully the impact of mental health concerns for the school children and youth, City Council should set aside funding for programming that will address these concerns.
    m. Funding should be set aside for healthcare needs of community members who do not have access to services.
    n.
    o. Mental health professionals should be hired with ARPA funds to work with police officers
    p. Funding should support an increase in the number of public health professionals working at the City.
    q. Council should allocate funding to support individuals experiencing homelessness, especially women and children and those negatively impacted by COVID
    r. Free and income based mental health services should be offered for families and children
    s. Mental health services generally should be free or income based.

t. Coverage for substance abuse issues and invest more in social workers
u. Whatever funding is left-over from ARPA and not already allocated should be allocated to public health matters.
v. Funding should be used to assist individuals with medical bills.
w. Substance abuse issues with young people require support programs and funding.

2. Economic Impacts

a. Paid internships should be funded for people with disabilities that will teach job readiness, and encourage paid internships for adults with disabilities
b. Arts community has been disproportionately impacted by COVID-19. Musicians were completely out of work during the last year. The Council should examine strategies to revive and support arts organizations in Evanston
c. Support for arts organizations, musicians, artists who have not been able to work during COVID
d. Substantial part of ARPA should be given to Family Focus. Family Focus is looking to expand and repair the building at Foster School. They have $1m set aside from the State of Illinois. Evanston can help foster plans and create a hub for non-profits that are accessible to 5th ward residents.
e. Family Focus is a hub in the 5th ward and important structure, several not-for-profits and organizations but it needs some serious repairs
f. Thank you for bringing the city government to the people. It is important to build back better and invest in the future, especially in arts (businesses benefit from arts). I would like to see a tourism site created by Evanston that focuses on arts and culture, a calendar that lists every single event and venue on items going on in Evanston. The City should try to promote tourism and people coming from out of town
g. Investments need to generate economic growth and the community needs to hold ourselves accountable and be transparent about how we think it will encourage growth when we start spending the funds
h. Use funing in the areas of the city disproportionately impacted by Covid-19. were not economically impacted by COVID-19. - The City should help the residents who were the most economically impacted - people who lost jobs - people who could not afford child care (if we could do this through Family Focus that would be great and we should put money towards FAmily Focus)
i. Stop funding grants to restaurants. Their failure rate is too great in general, and to use ARPA funding would be wasteful.t.
j. Restaurants should pay more than minimum wage (and weren't paying workers well before the pandemic) and we should not use money for restaurants.
k. "New normal", need to work on workforce development - new ways of working - making sure to support workforce development of this new normal
l. Economic development should be the City's top priority.t
m. Council should make sure 8th and 5th ward will benefit from funding and other areas heavily impacted by COVID

n. Supporting communities of color, local businesses who have not returned, loss of business near the theater and need for a new theater
o. How can we encourage merchants to come back, enticements; continue to engage the community on the front end with ideas and implementation as well as the final decision - who makes the decision - what role does the community get to play?
p. Front line workers, how can we better support them?
q. Downtown Evanston, what will replace the businesses that have left and what can serve as an anchor for the City pertinent for all residents? A plan is needed.
r. Learned more about local businesses during the pandemic and wanting to see local businesses come back possibly through small grants - connection between community and businesses
s. Workforce development, what can we do to train the youths for jobs and repairs in our city? ARPA funding should be used in training components when it comes to the trades. This will allow opportunity for youth outreach to get them trained in the trades.
t. How can we promote economic development , what can the City invest in?
u. Generate more economic revenue and activity it will help with the City finances
v. Economic development for small businesses, sustaining not for profits, helping not for profits
w. Need to make sure funding is spent on areas that will be turned over and multiply dollars in the city
x. Job security is a problem in the community. Use ARPA funds to sustain businesses to create job security.
y. Investments in projects that bring sustaining growth; job training
z. Track individual's progression through economic development services
aa. Tracking the return on investment in programs
bb. Investment in businesses related to sustainability
cc. Many businesses are closed and need support. Other facilities (ex Canal Shores Golf Course) stayed open whole time and took more wear and tear
dd. Something for people in need of job training or assistance returning to work
ee. Collaboration with Oakton to provide job training in Evanston for youth, homeless, other folks in need; collaborate with other social services
ff. Oakton community college location in Evanston should receive funding
gg. Northlight would be a great asset for City, but using it for capital construction on the building would not be appropriate in the infrastructure categories
hh. The City did not appear to truly be economically impacted from COVID-19.
ii. Financial assistance for families who are struggling financially.
jj. Help Local businesses through grants or programming.

3. Premium Pay

a. Request for jobs training, premium pay
b. Downtown and essential workers should receive ARPA funding and support (i.e. premium pay).
c. Fund for essential workers brought up - broader than just City essential workers

d. Childcare, essential workers, especially low income **essential** workers

4. **Revenue**
    a. Use the money first to cover the City's deficit, and support existing programs before undertaking new projects
    b. Use some of the money to offset the budget for funds lost due to free beach tokens for 3 days
    c. Cure deficit before spending more money
    d. Revenue--align ourselves with forward, progressive thinking organizations and look at our revenue streams
    e. Putting money into City revenue holes should not be a priority
    f. Don't use money to pay for any debt
5. **Water**
    a. Water--important that we have our water system insured that in can increase capacity and make every effort to extend our services around northern Illinois
    b. Lead water pipes has been an issue in the past - one time opportunity to upgrade these
    c. Lead pipe lines, importance of providing employment opportunities and enhancing safety
6. **Sewer**
    a. Sewers--should be repaired
7. **Broadband**
    a. Digital divide, make sure to solve the problem of broadband - how can we fix the digital divide in Evanston?
    b. Robert Crown should provide free digital access and services for businesses and community
    c. Broadband--5G relegated to big 3 communication companies--City of Evanston should look into if 5G should be a utility for the entire city (a digital divide would no longer be an issue in Evanston). We have a digital superhighway running through the City. Other businesses are implementing 5G throughout the country and improving business.
    d. Cell phone towers along the lake should be constructed. Accessibility for those along the lake cannot get service
    e. Broadband and hot spots needed throughout the City.
    f. Desire to provide more broadband--may not be the best way to reach seniors
    g. Broadband to make it into a public utility, closing the digital divide
    h. Assessment of areas of the City that are unreliable with broadband, make sure youth and seniors have access to broadband; Youth need access for education, seniors need to stay connected and keep from getting isolated
    i. Highest priority is wireless broadband citywide - digital divide really showed during COVID
    j. Permanent broadband not temporary broadband
    k. Lots of people did not know how to navigate technology when kids were at school, and ARPA funds should be used to provide programming that assists parents in children's education at home.

l. Internet and equipment used for the internet should be funded through ARPA funds.

8. **Housing**
    a. Use funds for small landlords who have not received rent in two years
    b. Help for affordable housing landowners, not luxury units
    c. Interfaith Action--forced to scale back on emergency shelter--people living in parking garages. Need for a permanent 24/7 year round shelter is made abundantly clear. Need for public restrooms in downtown Evanston. Likes the COVID-19 plan speaking to this.
    d. ADU--out of reach for many Evanston residents, but use funds for ADUs to help create generational wealth
    e. Assistance for renters and landlords; big risk at ending of the eviction moratorium
    f. affordable housing
    g. Housing:fix site acquisition and rehab, tenant based rental management and development of permanent housing for people who need assistance
    h. Affordable housing should be funded through ARPA
    i. Affordable housing, projects are only sustained for 15 years, community land trust might be a better option
    j. Housing affordability makes it difficult to stay in Evanston, displacement of people of color
    k. Housing: big need in affordable housing and making it sustainable, what can we do in purchasing properties or that the land and buildings remain affordable?
    l. Affordable housing for lower class and for middle class
    m. Affordable housing is needed and should be provided with ARPA funding.
    n. Do not like CDBG by area, want it to be by need
    o. Rent control ordinance should be created
    p. Providing resource information for low income housing, in spanish
9. **General Infrastructure**
    a. Water parks, pools for the youth in parks should be created
    b. Sidewalks, infrastructure in bad shape. Will this be addressed? Money allocated to infrastructure of sidewalks
    c. Use funding to repair and create sidewalks (where there aren't any). Areas where sidewalks are kept up and areas where they are not, Intergenerationalintergenerational wealth and well kept buildings have kept up sidewalks, those that are not intergenerational wealth and not well kept buildings are not maintained or kept up. How do these funds impact long term the places where the sidewalks are in disrepair? not in shape
    d. Use for sidewalks / roads / bike lanes
    e. Reduce rideshare fees and see where this can be curtailed.
    f. Infrastructure--scooter / vespa racks in neighborhood paid lots. It would reduce congestion.
    g. Upgrade train platforms, viaducts
    h. Parks and field upgrades to encourage healthy living and healthy engagement

i. Infrastructure, not for profit wants to build school building in 2nd ward because they are all bussed to schools in different areas, they would have the opportunity for more after school time - would be a long term investment
j. Infrastructure: what needs to be addressed in terms of what could be done now? It will be more expensive in the future to put off infrastructure needs.
k. Consider the complete impacts of COVID - places not used and places overused in infrastructure project decisions
l. Fifth ward school brought up
m. Public water park
n. Robert crown, make it free? Do a better job of advertising
o. More street lighting, very dangerous not enough lighting,
p. Adult education, english as a second language practical (concentrate on colloquial dialogue)
q. Community center for latinos where they can get information and assistance
r. Technology classes, computer classes, basic and simple
s. Hub for latino businesses (incubator?)
t. Programs for senior citizens, they were the most affected and they do not have programs available for them, boredom/ isolation?

10. Childcare

a. Most programs are not self-sustaining on their own, for example child care. Funds should be used to help sustain.
b. Funds should be used for childcare and training.
c. Invest and consider daycare options for parents.
d. Childcare, as well as child health care needs funding: Early childhood education providers are underpaid and 0-5 is the most impactful time during a person's lives but we are not paying enough attention to that time period of it
e. Increase availability of childcare and preschool; probably not sustained through this, but again something to get it started
f. Respond to needs of people who lost loved ones, jobs, childcare, responding to those who have been hurt the hardest
g. Offering summer camps for children, bilingual summer camps for children
h. Supporting young people especially those that suffered academically, tutoring/ after school programs

11. Other

a. Use funds to help elderly people repair their homes (basements, windows)
b. Do not spend $43 million just around Robert Crown
c. ARPA funds should be used to reduce property taxes
d. Northwestern should make commitment to help sustain new programs that we might need
e. Homeowners are paying the taxes of Northwestern; businesses paying for the repairs of areas but not doing it (for example hospital alleys)
f. Stall and offset the tax rate
g. Reconsider the non-profit building of Northwestern. The sorority / frat housing “council of” or “society of” buildings are shells during the school year and often

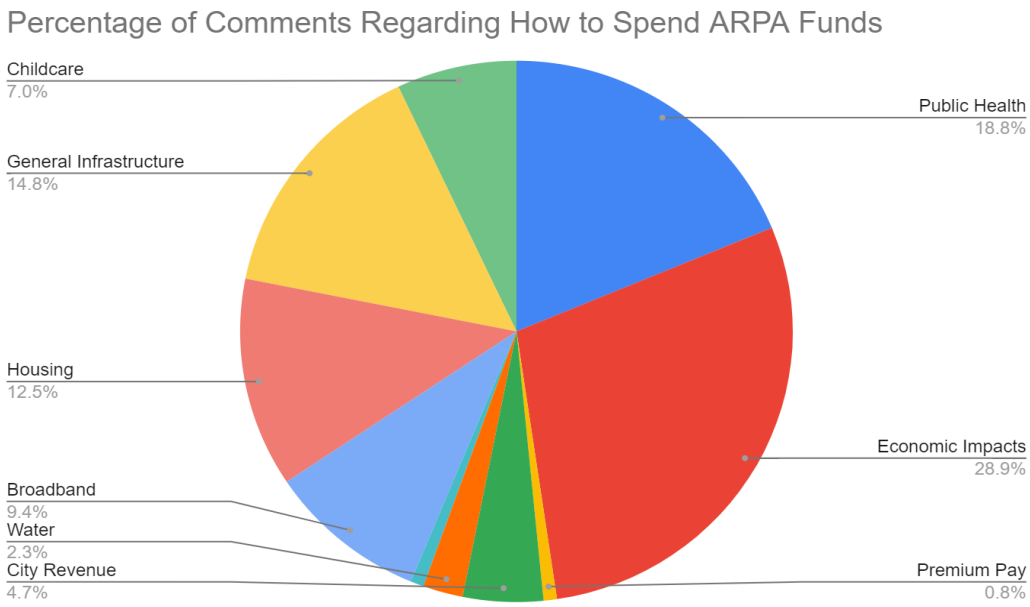
empty during the summer. Those are property lots that could otherwise generate property tax revenue

h. Collaboration between the city and the educational system to reverse the bleed of families that cannot afford to live here, help and focus on families with intersectional vulnerabilities
i. Who has hurt the most, where has the most negative impact fallen - do we have data on this, data the city doesn't have that chamber or others might have? Need to respond in equitable way
j. Climate issues, CARP implementation
k. Reframing police and fire under public safety - going to them to see what they need to do their work effectively and fairly
l. Concern about use of first responders, trained as police but smaller issues could be handled by someone other than first responders
m. Better use of city finances and city infrastructure, would like more money on public health, help people thrive in general
n. Sustainability, and its impact in housing and for seniors
o. Ideas that we need to make sure these items are sustainable
p. residents and nonprofit support,
q. Outside consults for how to spend the funds
r. food security
s. Overall capacity building
t. Seniors and families living paycheck to paycheck
u. Violence prevention around schools/ ways to eliminate violence especially gun violence
v. Funds for the public library
w. Latino librarians have been doing incredible outreach
x. Consider not fining people who cannot afford the fines, different revenue streams
y. No new programs, but to support current NFP who already support the community
z. They want to know how to take advantage of programs
aa. Cleaning the bikeways
bb. More funds for schools, especially those with special needs families
cc. More programs or invest in current programs
dd. Stickers for permit parking should be offset
ee. Strengthen the relationship with the police offers, lots of latinos do not trust police
ff. Support the latino nonprofits
gg. Public overview of the budget in spanish with more specific categories and indicate where the funds are going
hh. Universal basic income $400, not giving money to large corporations
ii. Do not bring large corporations but support local businesses give them more contracts
jj. Crime near schools

12. Involvement --How Would You Like to Be Engaged in this Process?

a. Talented and skilled community--wants a committee of community members to be involved in this ARPA process and allocation.
b. Transparency to show residents its thoughtful and intentional about long term benefit of investments--holding City of Evanston accountable
c. Thanks for the town hall. Have a website where we can share ARPA ideas to broaden the rest of our thoughts.
d. Wants friendlier meeting times / dates and continue virtual meeting
e. Prioritizing money in ways that care for people
f. Upset about the post COVID-19 plan, did not include input from the community, was not built with them in mind
g. More people should have a seat at the table for engagement. By the time City Council meets it is too late. Re-design the way comments work, block clubs. Equity--reach out and make sure all voices are heard.
h. COVID provided new opportunities for engagement, enjoy this layout (town hall / roundtable format) and being able to converse in this forum
i. Lift up boards and commissions that are already in existence, create surveys to engage.?
j. This forum (zoom) doesn't reach people who the money will be spent on - not everyone can join the zoom, canvassing can we reach people through canvassing, not just asking for public input but thinking about how to meaningfully engage them in the process, co-designing process of policy; how to hold the city accountable, how do we give back to people for their time
k. Surveys might be good option for feedback and then coming to a forum to think about thoughts before meeting
l. Virtual v in person meeting, pleased that the city is reaching out to the hispanic population, would like to see us reach out to all parts of the community more
m. What can we do to get the youths' opinions and create programs for them and by them? Create a plan to engage youth.
n. Neighborhood plans over the years:, “west side planning” that incorporated workforce training, we should re-examine that and identify the best places that we can that were in that plan
o. Lots of committees, boards, commissions in the City - how can we leverage these and ask them to come up with their own priorities and submit them to City staff letting them submit the proposals based on those conversations?
p. Engage the citizens, even those who are not old enough to vote, connection, resilience and then engagement
q. Community town halls, more access and information to keep residents connected to the City
r. If not engaged in communities we are passionate about, then we may not be represented in the decisions - youth, essential workers, business owners, seniors are all important groups to engage
s. How can we be informed in the process, what measures will be taken?

t. Would like the process to be more transparent, compliments to Mayor and new City Council for more community impact
u. Alders: more, community meetings would be helpful ways to engage all Evanstonians who can't get to meetings?
v. Community membersThey don't want to put ARPA funds $ into City departments and not know how it is spent, they--want to understand the budget and want communication
w. City to cooperate more with nonprofits who are helping in community, do not feel the city is working in collaboration with them
x. Nonprofits that are supporting latino community should receive resources or funding
y. Ensure the city is assessing and communicating the needs of the latin x community, what research are you pulling about needs? based
z. Equity framework should be the plan on review of funds
aa. Communicate back to the community so they know they were heard about how the ARPA funds will be distributed based upon town hall comments.
bb. Want city council members to come to the community and be more accessible, not only translation but also cultural appropriateness
cc. Recommending replicating Cchicago, city officials to do surveys and talk individually with people
dd. Make the City website more accessible
ee. Lot of people have been Evanston residents here for a while and have finally heard for the first time they have a voice, excited that the Citywe hosted town halls and in Spanish. are here
ff. For the city to go into the community and knock on doors is very important this is a small percentage in the room
gg. Very happy that we are here and promote it so more people attend



Note: Not everyone made comments and many comments came from groups with only one representative from that group. This chart is a rough estimate of the number of times a category was discussed compared to the total number of people. This is by no means an accurate account of how all community members feel regarding the categories. More information is required for a statistically significant sample size.

Below are the responses to the Post COVID-19 Action Plan that have been emailed to the City Manager's Office

- "I understand that you're asking for feedback on the Covid situation, but I'm so concerned about Evanston thriving and surviving, that I have to bring up a different issue, and that issue is the parking rates. Evanston is driving people away from local businesses. It's ridiculous that if you need to run into a store to return or buy something quickly, it costs 50 cents to park. Many times we don't even need 15 minute to conclude our quick stop, yet the minimum fee to park is fifty cents. We've lost so many great stores and although the pandemic was a great cause, it's the parking fees that will prevent businesses from coming to Evanston and encouraging shoppers to go elsewhere. Downtown is practically dead. No shoe stores, few clothing stores, and only one "beauty" store. I moved to Evanston 19 years ago. The changes that have taken place are NOT good changes. Something must be done about the parking rates so Evanston have a chance to survive."
- "Please consider setting up a vaccination center at the ETHS student clinic once the Pfizer vaccine is approved for children 12 and over, Make it accessible to middle school students, as well. This will help Evanston reach the herd immunity that we all yearn for. Thank you."
- "Overcoming the digital divide and opening the neighborhood libraries (Main St. and Central....) is so important! Long-term education is the life of our community; because of the short-term needs, we can't afford to overlook the long-term community-building goals."
- "Many states have already made permanent the legalization of cocktails to go programs, Georgia being the latest just this week. The majority of other states are getting ready to follow suit but for some reason Illinois doesn't seem to be pushing this issue very hard. We need the City to not only support this action but actively petition our state representatives to bring this to a vote. The Illinois liquor commission consist of 7 members appointed by Gov. Pritzker who did absolutely nothing in the depths of the Covid pandemic to make this happen. Pritzker himself could have put this legislation forward with simple emergency executive action but also dragged his feet and did nothing. It took more effort than justified by many of us in the industry to get this on the books sooner rather than later by the unresponsive executive branch of state government. I believe making this permanent legislation will again take strong action by many advocates to get our state representatives to move quickly and get this on book. To my knowledge this program has not caused any issues of concern. My clientele orders a couple taco platters and often enough take a couple margaritas home with them. It's not like Evanston streets have turned into Mardi Gras bacchanalia. Ours is a responsible community and that behavior responsible behavior shall continue. This brings important and additional revenue to your small business community as well as increasing a revenue line item to the city itself. Public advocacy is needed from the council and our new mayor to make this happen before the temporary expiration arrives."
- "To at least help with the highlighted items, and probably the others too, we should plant more and mow less. There are many areas of public, mowed turf in the city, which could

be planted with trees and allow to go to forest. For instance much of the non-playing field area around James Park. Of course you can't play soccer in the woods, but why are we wasting gas and effort on the strip of grass along the entrance road from Dodge to the parking lot? Plant that area with native trees, using local labor or ETHS community service kids. Less grass, more wood."

- "Hello, I was reading through the Post COVID action plan and wanted to share a piece of feedback: I was encouraged to read that the plan included a section on housing affordability (bottom of page 9). I just want to emphasize how problematic the Evanston housing crisis is, and to implore you to make reversing the explosion in housing costs the NUMBER ONE priority. In 2020, the average sale price of a home in the city increased by **over $100k** (https://patch.com/illinois/evanston/evanston-real-estate-market-heats-amid-coronavirus-pandemic), and is now almost 700k. As a third generation resident of the city, my family has been here since the 80s. I have long hoped to stay in the city to raise my own family. But every year this dream becomes more and more distant, as the cost of housing in the city has become unattainable for the middle class. This is especially important because the groups that are most acutely affected by the housing crisis are **young people, low/moderate income workers, and people of color**. Uncoincidentally, those are the groups that also bore the MOST SEVERE impacts of covid and the resulting economic recession. The city needs to explore every possible avenue to make this a place where normal middle class people can live and work, including but not limited to:
  1. Zoning for multifamily on every lot in the city
  2. Making the ADU ordinance less burdensome by allowing an ADU to replace parking (instead of having to keep parking spaces intact), and allowing multiple ADU units together (for instance an upstairs and downstairs unit in a coach house) and allowing larger units
  3. Instituting a land value tax or similar levy that disincentivizes low productivity land use
  4. Banning down-conversions and replacement of multifamily properties with single family houses
  5. Providing appropriate incentives to induce development in the vicinity of the metra/L stops, ESPECIALLY on Chicago between Main and Greenleaf (which is currently home to several massive parking lots which are part of Autobarn and some old low rise buildings. It's unconscionable that 1 block from 2 transit lines we have parking lots instead of transit oriented high density housing!) Over the last few decades I have watched this city slip further and further away from the middle class, and the great migration resulting from COVID has exacerbated the problem to an even greater degree. I hope that now, having gone through the greatest moment of societal upheaval in a generation, we can finally start to make this city a place for normal people again."
- "I'd love to see a pedestrian mall in downtown Evanston. The Church Street Marketplace in Burlington, Vermont is a great example. https://en.wikipedia.org/wiki/Church_Street_Marketplace"
- "My daughters attended Northwestern University. During that time, I have seen the Sherman area business district go from a place I cautioned my daughters to stay away

from to a lovely retail/dining area. Now it seems businesses are fleeing due to high rent and the area is in need of revitalization. I own a condo and used to enjoy walking around downtown. Large stores like Barnes and Noble, GAP, Lululemon and The Loft have left. Smaller stores like Asinamali, Williams Shoes, Levi and Title Nine are no longer there to enjoy. Panera, Andy's, Other Brother, and several other restaurants have left. Downtown Evanston has lost its charm in my opinion. Yes, common areas are available to enjoy, but if you enjoy a convenient shopping experience, you have to drive elsewhere. I am hoping something can be done to encourage smaller retailers to come in and make downtown Evanston the unique experience it was just a few years ago. Thank you!"

- "In an effort to depend less on cars and to encourage people to utilize downtown, please consider providing parking for scooters . More and more people are riding Vespas, etc... and there is no accommodation for parking them other than to take up a whole spot designed for cars. Scooters get up to 90 mpg and are an alternative to gas guzzling cars. Please consider this in any post- Covid plans regarding downtown and Central streets; possibly the beaches as well."

- "I read Evanston's Action Plan and appreciate your invitation to provide feedback on that draft. For me, the biggest thing apparently missing from that plan involves ways to rebuild Evanston that are clean-energy-specific and that address climate change in general. I believe we have a great opportunity to address a variety of social inequalities that the pandemic exacerbated by making sure that all our communities, and especially those traditionally economically disadvantaged, are able to benefit from, for example, clean-energy-employment opportunities and leadership roles to promote environmental justice."
- "I very much appreciate being able to review and comment on the *City of Evanston Post-COVID19 Action Plan Draft: For Community Input Building a Healthier, Thriving, and More Resilient Community*. I was excited to see the following Action Areas and ideas for implementation in the plan (my highlights include keywords).

  Action area 1: Support businesses and organizations to innovate and adapt, and increase living wage jobs to reduce economic inequalities and provide economic opportunity for all residents

  Direct existing grant support to sustain **cultural organizations** and stimulate development opportunities for local creatives
  Use our communications channels to promote shop local and **visit** local to residents, workers and visitors
  Continue to explore opportunities for **making space for culture** in partnership with public and private sectors

  Action area 3: Safely manage public places and streets to support community life, education, and business

  Promote Evanston as a **destination** to live, work, play and learn"

- “I am very interested in all the ways the City of Evanston can help institutions like mine come out of the pandemic and contribute to a renewed and thriving community.
  As you may or may not know, the Willard House has been closed to visitors since March of 2020. Our small size and inability to ensure everyone’s safety made this the wisest course of action. As we plan to reopen in July, along with so many small institutions and businesses, we are excited for the “new normal” that will be evolving and taking shape.
  I feel that the Willard House can be an important contributor to the City’s Post-Covid Plan if the City keeps organizations and institutions like it in mind in the planning phase.
  Cultural organizations and history museums can be vital drivers of healthy, thriving and resilient communities but they may not come to mind first or be placed high in the priority list. Our voices may not be matched by the voices of businesses and organizations much larger than ours. But we are who the community turned to in the depths of the pandemic - and I would argue that we are where the community should invest to do exactly what this plan seeks to do - build a healthy, thriving and resilient new Evanston. Evanston is fortunate to have a rich history - its women’s history (much of which is centered at the Willard House) is in many ways unmatched by its neighbors - even the City of Chicago. And its architectural history and Black history are also unmatched. **I’ve long believed that Evanston’s history and the growth of Heritage Tourism here could be a source of great interest for residents and visitors.** It could help spur the economic growth the City is now seeking - especially as people are turning to nearby travel and unexplored destinations.
  I’d love to speak with you further about this and am happy to answer any questions you might have.
  Thank you again for allowing me to comment on behalf of the Willard House on the City’s Post-Covid plan. And thank you for all you do and have done to make Evanston a great place to live, work and play!”

- “Small arts organizations in Evanston suffered a severe economic impact from COVID-19, often losing all or most of their earned revenue, while finding innovative ways to stay afloat and continue to offer services to the cultural health of the community. Helping them return to brighten our new normal will have a sustainable return on investment, both in the economic impact they have on bringing spending into the city and in the mental health benefits the arts provide to the whole community.Large organizations will make their own case where appropriate, so this proposal is to give voice and provide a conduit to the small to medium arts organizations, specifically the 25 - 30 501c3 arts .orgs with annual budgets under $250,000.The City puts aside up to 1% of the budget for public buildings to provide public art. Similarly, we would propose that 1% of the ARPA funds go to these arts organizations, to help them recover economically from the past year, and once again be a thriving driver of the economic and cultural life of our City.The Evanston Arts Council would be happy to conduct the process of allocating these funds to qualifying arts organizations, proportional to their lost revenue during COVID-19.Thank you for considering this proposal, among the many deserving cases coming before you.”

- “Increased efforts to deal with the rodent infestation.”
- “Improvement of all public bathrooms in the parks and at the beaches.”
- “Purchase more sanitation carts (recycling/waste/trash) so as to have a surplus supply.”
- “Purchase new/more public works fleet trucks/vehicles (sanitation/snow plows/street cleaners).”
- “Hire more staff (public works/community development) which will help the departments to run more smoothly and effectively.”
- “Add a snowplow tracker feature on the cities website or create an app.”
- “Better homeless support services (more shelters, transition houses, and training/education).”
- “Build a band shell and a covered pavilion so that summer performances can take place rain or shine.”
- “Construct a feature that will draw people to the Evanston Downtown/Lakefront area (monorail or gondolas).”
- “Provide low cost transportation (Trollies) along a downtown route to points of interest (parking garages/NW football stadium/beaches).”
- “Develop an attraction that will draw families to the city for entertainment (Children’s museum, Tiny Town, Water Park, Petting Zoo).”

ENVISIONING EQUITY

City of Evanston: Latinx Community

Needs Assessment & Recommendations

Building an authentic relationship with the Latinx community is essential and a common denominator in the expressed comments at the June 29, 2021 town hall event. The highly engaged and larger- than average number of families that attended the program are requesting a door for engagement, feel underutilized, underserved and fear the to-date efforts to be performative.

Listed here are best practice initiatives to address some of the more pressing concerns expressed by the Latinx townhall participants, additional resources for city administration and an appendix with translated and typed notes from break-out group participants:

1. **Diversity, Equity and Inclusion Training** for all city employees, beginning with constituent-facing services. This training is to include culturally conscious approaches to service and culturally centered approaches to marketing and outreach. DEI training will also provide guides in learning when to leverage bilingual/bicultural staff and when it is best to hire an interpreter. Second tier to this training is a packaging of tracking, assessment, and long-term initiatives to ensure sustainable growth.

2. **Develop a Latino section on the City of Evanston page.** This webpage should include overview in Spanish and easily accessible documents with email and phone information to reach a Spanish speaking City informational person. It should also include a directory in Spanish with contact guides for common concerns. City youtube meetings should be linked to this page with instructions on how to translate video captioning into Spanish.

Presented by Patricia Santoyo-Marin
6.29.21 Latinx Town Hall Facilitator, Translator & Assessment Author
Envisioning Equity Consultant

3. **Latinx City Liaison.** Position for a full-time, bilingual and bicultural city staff reporting directly to the Mayor. This person will have a unique opportunity to build and create a space for connecting the Latinx community to established City, State and Federal resources as well as building additional frameworks for Latinx outreach, equitable and inclusive services.
   This position shall;
   - Establish relationships with state agencies that provide direct service to immigrant families such as the Illinois Welcome Center and initial funnel for city grants
   - House and chair trainings and calls for active citizenship opportunities such as committees, boards, service and applications
   - Liaison with Oakton Community College and Northwestern University to create satellite sites for ESL courses and Certificate programs that provide entry into careers and WIOA grants for displaced workers
   - Identify opportunities to leverage Evanston's human capital in supporting service-based projects for community organizations
   - Search for and secure a physical space to build authentic relationships with the Latinx community and deliver above initiatives
     - Example: City of Kankakee & United Way's Neighborhood House (2021)
     - Example: Inaugural Illinois Welcome Center in Melrose Park (2007)

4. **Mayor's Latinx Committee** To be composed by leaders of the Latinx serving community organizations, Evanston Latinx families with subcommittee groups that can best liaison communication, services and advocacy.
   - Serve as a consortium of Latinx organizations and community leaders with a third of members appointed by the Mayor, a third by community organizations that serve Latinx community and a third by Latinx identifying community members
   - Develop a Strategic Plan to address and record longitudinal deliverables around community established goals
   - This committee should host their monthly meetings in spaces that are of access, best-services and near Latinx neighborhoods.
   - The committee can guide in distribution of city resources that exist but are unknown to Latinx leaders.

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- Examples:
  - City of Bloomington in Indiana
    https://bloomington.in.gov/boards/hispanic-latino-affairs
  - City of Durham in North Carolina
    https://durhamnc.gov/3212/Mayors-HispanicLatino-Committee

5. **Expansion of the Citizens Police Academy to be led In Spanish.** A national template for Police Departments to establish relationships with the Latinx community that is most successful in spaces where administration is yet representative of the community it serves is the Citizen's Police Academy. This allows an introductory understanding of how the department works and allows for a conversation to begin.
   Some cities that have successful implemented a Spanish version:
   - Kankakee
   - Elgin
   - St. Charles
   - Lake Forest

Additional Resources for City Administration:

National League of Cities
https://www.nlc.org/initiative/mayors-institute-on-job-creation-and-economic-opportunity-to-improve-health-and-equity/

Latino Policy Forum
https://www.latinopolicyforum.org/

Metropolitan Mayors Caucus
https://mayorscaucus.org/

Appendix

Translated and Typed Notes From 6.29.21 Evanston Latinx Town Hall

GROUP A

- Adult education that includes:
    - English classes
        - Reading workshops
        - Conversational English
    - Computer classes
- Reestablish trust with the police and residents
- Access to broadband internet and provide equipment to connect to the internet
- A Latino Community Center where people that can provide classes and social service programs such as:
    - Mental health services
    - Exercise classes (Zumba)
    - Reading club
    - Programs for senior citizens
- A shopping center that provides Latino services and products in order *to increase tax revenue*
- Funding to support Latinos en Evanston North Shore (LENS) in order to reach more people especially those affected by COVID-19
  LatinosEnEvanston.ns@gmail.com

Presented by Patricia Santoyo-Marin
6.29.21 Latinx Town Hall Facilitator, Translator & Assessment Author
Envisioning Equity Consultant

GROUP B

- Funding to increase the use of solar energy
- Increase funding for mental health services and resources for the well-being of families
- Provide support to students that are struggling academically and socially due to *isolation of* the pandemic
- Hire more local *bilingual* Latino staff
- Assistance with medical expenses *for those that cannot afford to pay their bills*
- Fine waivers/forgiveness *for those that are not able to pay any fines issued by the city*
- Internet access *for those that cannot afford it*
- Financial assistance for those that are unemployed to help pay rent and utility bills
- Publish a breakdown of the city budget online and in Spanish with a description of all the specific line items
- Provide universal basic income ($400 to $500 a month) to all adult residents
- Don't provide financial support to corporations instead give priority to local small businesses
- Defund the police
- Make it a priority to replace the water pipes that contains lead especially in homes in the 5th Ward
- More surveillance by the police and address drug dealing/sales which increased during the pandemic
- Provide translation for Spanish speaking residents *during City Council meetings*
- More accountability to landlords so they can address unsafe conditions in their properties
- More regulation and control of firearms

GROUP C

- Infrastructure
    - Internet access for all residents
    - Street lighting especially in Wards 5 and 8
    - Trash
        - A place to deposit construction waste and electronic equipment
        - Bulk trash pick-up should be more than just two times per year
        - Don't charge for yard waste
        - Replace trash cut cans that are damaged or broken
- More funding to the public libraries to provide services in Spanish
- Public Health
    - Social workers that can provide therapy and services to people of all ages
    - Rental assistance and financial assistance to pay for utility bills for those that are behind
- Hire more bicultural and bilingual city employees
- Provide English classes at community centers
- City employees should come to people's houses to speak with people individually
- “We have a voice? I didn't know ... This is the first time I hear this in 35 years”
- Economy
    - Provide financial assistance to Black/Brown owned small businesses
    - Create a business development center
    - Essential workers are also those that work at grocery stores and need the most financial assistance
- More Civic engagement
    - Hire a community liaison that can help disseminate information about City programs to the Latino community

Presented by Patricia Santoyo-Marin
6.29.21 Latinx Town Hall Facilitator, Translator & Assessment Author
Envisioning Equity Consultant

- Have free beach access
- Lower the cost of the city sticker
- Make parking free in shopping malls/business

Group D

- Child care
- Essential workers low income
- Violence prevention around schools
- Eliminate gang activity by youth
- The city needs to collaborate with community organizations that provide Youth Services
- Support nonprofits that were hit by COVID and are responding to community needs
- Support EPL that provides programs for Latinx communities
- Concern about fines and fees for those that don't have the capacity to pay
- Ensure assessment and communication of Latinx needs
    - Provide assistance to Latino and other POC families who experienced the loss of life, jobs, and housing
- Infrastructure - Provide permanent broadband services
- Go to public meeting areas of hard-to-reach communities
    - City council needs to come to us
    - Many of our community members can I come to City Council meetings
    - Make City Council meetings more linguistically accessible
- Provide funding not geographically but based on need
    - Single parents, working-class families
    - So many waiting lists for program services for family and Youth
    - City programs for teens

- Unemployed
- Small businesses that closed down

- No new programs. Support nonprofit organizations that have been serving the community
- Invest in health services that are expensive such as dental and encourage future use of the services

GROUP E

- Clean the bike lane
- Evaluate and fix the sidewalks in each ward
- More funding for schools
  - To support children with special needs
  - More extracurricular activities
  - Bilingual summer camps
  - other programs
- Funding for Mental Health
  - Affordable therapy for parents, families, and children (sliding scale)
  - Substance abuse
  - Social workers
- Send City staff directly to the neighborhoods - similar to what the city of Chicago is doing *to speak with residents and learn about the needs*
- Financial assistance to families that experienced loss of income due to covid-19
  - Increase pay to essential workers (hazard pay)
- Priorities should be:
  - Public Health
  - Economic impact
  - Infrastructure

- Create a public water park
- Offer English classes
- Offer classes on food safety
- Make Robert Crown field accessible/free
- Support small businesses
- Establish rent control
- Create a resource database the provides information about affordable housing
- Fix sidewalks
- Clean bike lanes

End of Page

Presented by Patricia Santoyo-Marin
6.29.21 Latinx Town Hall Facilitator, Translator & Assessment Author
Envisioning Equity Consultant

REGULAR CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, July 12th, 2021

Present:		
	Councilmember Kelly	Councilmember Suffredin
	Councilmember Wynne	Councilmember Revelle
	Councilmember Nieuwsma	Councilmember Reid
	Councilmember Burns	Councilmember Fleming
		(8)
Absent:		
	Councilmember Braithwaite (1)	
Presiding:	Mayor Daniel Biss	

Stephanie Mendoza
City Clerk

Motion to suspend the rules and allow the meeting to be held virtually **Passed 8-0**	**Motion:** Councilmember Reid **Second:** Councilmember Nieuwsma

FIVE FIFTHS TIF Hearing: Public Comment

Diane Goldring	Watch
Mike Vasilko	Watch
Evy Rusell	Watch
Ray Friedman	Watch
Mary Rosinksi	Watch
Sebastian Nalls	Watch
Brooke Murphy Roothaan	Watch
Betty S Ester	Watch
Meleika Gardner	Watch
Bennett Johnnson	Watch
Darlene Cannon	Watch
Jeff Smith	Watch
Priscilla Giles	Watch
Roberta Hudson	Watch
Tina Paden	Watch
Carlis B Sutton	Watch
David Staub	Watch
Doreen Price	Watch
Sue Loellbach	Watch

TEFRA Hearing:

T1. Public Hearing - Five Fifths TIF Overview; Summary of TIF Plan Watch

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

For Action: Accept and Place on File

Mayor Biss adjourned the public hearing at 9:15 p.m.

Mayor's Public Announcements

Mayor Biss had no announcements Watch

City Manager's Public Announcements

City Manager Erika Storlie had no announcements Watch

City Clerk's Communications

City Clerk had no announcements Watch

Public Comment

Mike Vasilko	Watch
Evy Rusell	Watch
Ray Friedman	Watch
Mary Rosinksi	Watch
Dan Cusick	Watch
Betty S Ester	Watch
Barbara Janes	Watch
David Reynolds	Watch
Tina Paden	Watch
Carlis B Sutton	Watch
Ryan Jacobs	Watch
Priscilla Giles	Watch

Consent Agenda

CM1. Approval of the Minutes of the Regular City Council meeting of June 28, 2021

City Council approved the minutes of the Regular City Council meeting of June 28, 2021.

For Action
Approved on the Consent Agenda

A1. Approval of the City of Evanston Payroll, and Bills List Watch

City Council approved the City of Evanston Payroll for the period of June 7, 2021, through June 20, 2021, in the amount of $3,087,535.76 Bills List for July 13, 2021, in the amount of $3,104,301.32.

Motion to amend the Bills List in the amount of $3,107.486.32
Failed 5-4 on a tie vote from Mayor Biss
Councilmembers Reid, Fleming, Kelly and Burns voted "Yes"

Motion: Councilmember Reid
Second: Councilmember Kelly

Motion to hold the Bills List

Motion: Councilmember Reid
Second: Councilmember Kelly

Motion to overrule the hold
Passed 6-2 **Councilmembers Reid and Kelly voted "No"**

Motion: Councilmember Wynne
Second: Councilmember Revelle

Motion to approve the Bills List in the amount of $3,104,301.32.
Passed 6-2 **Councilmembers Reid and Kelly voted "No"**

Motion: Councilmember Revelle
Second: Councilmember Wynne

Motion to approve an invoice of $3,185.00
Failed 5-4 on a tie vote from Mayor Biss
Councilmembers Reid, Fleming, Kelly and Burns voted "Yes"

Motion: Councilmember Reid
Second: Councilmember Kelly

For Action
Passed 6-2 **Councilmembers Reid and Kelly voted "No"**

A2. 2020 Comprehensive Annual Financial Report

City Council accepted and placed on file the Comprehensive Annual Financial Report (Audit Report).

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

A3. Approval of Contract with Insituform Technologies USA, LLC for 2021 CIPP Sewer Rehabilitation – Contract C (Bid No. 21-25)

City Council authorized the City Manager to execute an agreement with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, MO 63005) for 2021 CIPP Sewer Rehabilitation – Contract C (Bid No. 21-25) in the amount of $362,789.00. Funding for this project is from the Sewer Fund (Account No. 515.40.4535.62461 – 421005), which has an approved FY 2021 budget of $700,000, of which $526,316 is remaining.

For Action
Approved on the Consent Agenda

A4. One-Year Renewal of Security Information and Event Management Platform Subscription from SHI International Corp.

City Council authorized a one-year subscription renewal of the security information and event management (SIEM) platform from SHI International Corp. (290 Davidson Avenue, Somerset, NJ 08873) for $38,550.00 through a Sourcewell contract. Funding will be from the Administrative Services - IT Computer Software Fund (Account 100.19.1932.62340) with a 2021 budget of $825,800.00 and an available YTD balance of $565,104.53.

For Action
Approved on the Consent Agenda

A5. Resolution 66-R-21, Authorizing the City Manager to Execute a Contract Amendment to the Commercial, Business, Institutional, Multi-family Residential Buildings Waste Services Agreement with Groot to extend said Agreement

City Council adopted Resolution 66-R-21 Authorizing the City Manager to Execute a Contract Amendment to the Commercial, Business, Institutional, Multi-family Residential Buildings Waste Services Agreement with Groot to extend said Agreement.

For Action
Approved on the Consent Agenda

A6. Resolution 69-R-21, Accepting a grant from the Illinois Housing Development Authority (IHDA) Abandoned Residential Property Municipal Relief Program

City Council adopted Resolution 69-R-21, accepting a grant from the Illinois Housing Development Authority (IHDA) Abandoned Residential Property Municipal Relief Program. Illinois Housing Development Authority (IHDA) has provided $75,000 in funding to address property maintenance issues at registered vacant properties. Funds will be provided through an account approved by IHDA.

For Action
Approved on the Consent Agenda

A7. Ordinance 80-O-21 Authorizing 2021 General Obligation Bond Issues

Motion: Councilmember Nieuwsma
Second: Councilmember Wynne

Watch

Staff recommends City Council approval of Ordinance 80-O-21 providing for the issuance of not-to-exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, to finance capital improvements and refund certain outstanding bonds of the City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale, which is tentatively scheduled for mid-August. General Obligation Corporate Purpose Bonds are issued for capital projects (not to exceed $10,500,000) including the library portion. This bond issue also includes refunding of outstanding amount of Series 2012A (not to exceed $8,000,000) with an estimated savings of around $500,000. The debt service for 2021 bonds (capital projects portion) will be paid out of the future tax levy.

Motion to hold Ordinance 80-O-21

Motion: Councilmember Kelly
Second: Councilmember Reid

For Introduction
Item held until the next City Council meeting

A8. Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes

City Council adopted Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes.

For Introduction
Approved on the Consent Agenda

A9. Ordinance 57-O-21, Amending City Code Section 10-11-10 "Limited Parking" to Add Pilot Program at Various Lakefront Locations

Motion: Councilmember Suffredin
Second: Councilmember Fleming

Watch

Staff recommends City Council adoption of Ordinance 57-O-21, amending Section 10-11-10 "Limited Parking" to add Subsection X(Q) regarding a parking pilot program. Parking staff recommends Evanston rates to be $3.00 per hour for streets along the lakefront with enforcement between 8am-9pm seven days per week from July 1, 2021, to September 6, 2021. A vehicle registered to an Evanston address with a current year paid wheel will not need to pay for Lakefront parking sessions. Staff will install Pay Stations for coin or credit card transactions, and zones will be created to allow for ParkEvanston app payments.

Motion to amend the start date to July 19, 2021 and end date to October 31, 2021
Passed 5-4 on a tie vote from Mayor Biss
Councilmembers Revelle, Reid, Kelly and Wynne voted "No"

Motion: Councilmember Suffredin
Second: Councilmember Fleming

Motion to hold Ordinance 57-O-21

Motion: Councilmember Wynne
Second: Councilmember Kelly

For Action
Item held until the next City Council meeting

E1. Approval of Funding for Chicago's North Shore Convention and Visitors Bureau FY 2021 (July 1, 2021-June 30, 2022)

Motion: Councilmember Wynne
Second: Councilmember Nieuwsma

Watch

City Council approved funding for Chicago's North Shore Convention and Visitors Bureau (CVB) in the amount of $41,805 for a period commencing July 1, 2021 through June 30, 2022. Economic Development Partnership Account # 100.15.5300.62659. The City Council approved a total of $97,000 for 2021 of which $84,500 remains. The $84,500 was earmarked for the CVB during the 2021 budgeting process.

For Action
Passed 5-3 **Councilmember Suffredin, Reid and Fleming vote "No"**

H1. Ordinance 74-O-21 Amending the City Code to Allow Dogs at Licensed Sidewalk Cafe's

City Council approved for introduction Ordinance 74-O-21 which would amend the City Code to allow dogs at sidewalk cafes licensed in the City of Evanston. This ordinance is bypassing the committee process to be reviewed by the full City Council for approval at the request of the committee.

For Introduction
Approved on the Consent Agenda

H2. Ordinance 73-O-21,Amending the City Code to Change Restrictions on Food and Drink Vendors at City Beaches and Parks

Watch

City Council adopted Ordinance 73-O-21, amending the Municipal Code to Change Restrictions on Food and Drink Vendors at City Beaches and Parks.Councilmember Reid requests suspension of the rules for Introduction and Action at the July 12, 2021 City Council meeting.

Motion to amend to only allow push cart vendors at the LakeFront
Passed 6-2 **Councilmembers Revelle and Wynne voted "No"**

Motion: Councilmember Reid
Second: Councilmember Burns

For Introduction
Passed 6-2 as amended

R1. Ordinance 72-O-21 Amending Title 2 of the City Code and Codifying the Economic Development Committee

City Council adopted ordinance 72-O-21, amending Title 2 of the City Code and codifying the Economic Development Committee.

For Action
Approved on the Consent Agenda

R2. Resolution 71-R-21, Adopting Rules and Organization of City Council as of June 21, 2021

City Council adopted Resolution 71-R-21, adopting the Rules and Organization of City Council as of June 21, 2021.

For Action
Approved on the Consent Agenda

Call of the Wards

Ward 1:	Thanked residents for participating at public comment. Ward meeting on July 17 beginning at 7:00 p.m. at the Noyes Cultural Arts Center.	Watch
Ward 2:	No Report	Watch
Ward 3:	No Report	Watch
Ward 4:	Thanked everyone who attended last week's ward meeting and office hours. Next ward meeting on Tuesday, August 2 at 7: p.m. at the Robert Crown Center. There will be no office hours in August.	Watch
Ward 5:	Hybrid ward meeting on July 22 at 7:00 p.m. at the Gibbs-Morrison Center. More information will be provided in the newsletter. Made a referral to start a conversation with Edible Acres to create an urban farm-garden on a parcel of land located at the Simpson Street & Dodge intersection on Twiggs Park.	Watch
Ward 6:	Parkway Planting ordinance virtual meeting on Wednesday July 14 at 7 p.m.	Watch
Ward 7:	Parkway Planting ordinance virtual meeting on Wednesday July 14 at 7 p.m.	Watch
Ward 8:	No Report	Watch
Ward 9:	Jazz in the Park on Sunday July 18 from 5 - 6 p.m. Yoga in the Park will be rescheduled for Saturday July 17 at 9:00 a.m. at the Ridgeville Park District.	Watch

Adjournment

Mayor Biss adjourned the City Council meeting

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, and Bills List
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council approval of the City of Evanston Payroll for the period of June 21, 2021, through July 4, 2021, in the amount of $3,047,578.12 Bills List for July 27, 2021, in the amount of $1,693,705.93.

Council Action:
For Action

Summary:

Payroll – June 21, 2021, through July 4, 2021 (Payroll includes employer portion of IMRF, FICA, and Medicare)		$ 3,047,578.12
Bills List – July 27, 2021		$ 1,693,705.93
General Fund Amount – Bills	$ 381,495.62	
General Fund Amount-Advanced Checks	$ 27,678.78	
	409,174.40	

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 4,741,284.05

*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:
07.27.2021 BILLS LIST FY2021

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **100 - GENERAL FUND**				
Account **22725 - CELL PHONE BILLS PAYABLE**				
105394 - VERIZON WIRELESS	COMMUNICATION CHARGES JUN 2021	07/27/2021	07/27/2021	20,935.01
	Account **22725 - CELL PHONE BILLS PAYABLE** Totals	Invoice Transactions 1		$20,935.01
Account **41080 - RESERVES-MERRICK ROSE GAR**				
106804 - MIDWEST GROUNDCOVERS	FLOWERS FOR ROSE GARDEN	07/27/2021	07/27/2021	718.12
	Account **41080 - RESERVES-MERRICK ROSE GAR** Totals	Invoice Transactions 1		$718.12
Account **41223 - RSRV - FIELD USE FEES REC**				
143861 - MARTENSON TURF PRODUCTS, INC.	ATHLETIC FIELD MAINTENANCE SUPPLIES	07/27/2021	07/27/2021	715.00
	Account **41223 - RSRV - FIELD USE FEES REC** Totals	Invoice Transactions 1		$715.00
Department **15 - CITY MANAGER'S OFFICE**				
Business Unit **1505 - CITY MANAGER**				
Account **62490 - OTHER PROGRAM COSTS**				
18452 - SUSIE HALL	PETTY CASH REFUND REQUEST	07/27/2021	07/27/2021	84.01
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$84.01
	Business Unit **1505 - CITY MANAGER** Totals	Invoice Transactions 1		$84.01
Business Unit **1560 - REVENUE & COLLECTIONS**				
Account **62431 - ARMORED CAR SERVICES**				
17306 - DAVIS BANCORP, INC.	ARMORED TRUCK SERVICES JUNE 2021	07/27/2021	07/27/2021	3,072.00
	Account **62431 - ARMORED CAR SERVICES** Totals	Invoice Transactions 1		$3,072.00
Account **65045 - LICENSING/REGULATORY SUPP**				
10643 - PASSPORT PARKING, INC`	ANNUAL ACTIVE PERMIT FEE JUNE 2021	07/27/2021	07/27/2021	793.82
	Account **65045 - LICENSING/REGULATORY SUPP** Totals	Invoice Transactions 1		$793.82
	Business Unit **1560 - REVENUE & COLLECTIONS** Totals	Invoice Transactions 2		$3,865.82
Business Unit **1570 - ACCOUNTING**				
Account **62110 - AUDITING**				
104738 - SIKICH LLP	AUDIT SERVICES THROUGH JUNE 2021	07/27/2021	07/27/2021	16,000.00
	Account **62110 - AUDITING** Totals	Invoice Transactions 1		$16,000.00
Account **62185 - CONSULTING SERVICES**				
121566 - CHMARA, ROM C	MONTHLY ACCOUNTING SERVICES JUNE 2021	07/27/2021	07/27/2021	6,980.00
	Account **62185 - CONSULTING SERVICES** Totals	Invoice Transactions 1		$6,980.00
	Business Unit **1570 - ACCOUNTING** Totals	Invoice Transactions 2		$22,980.00
Business Unit **1585 - ADMINISTRATIVE HEARINGS**				
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
268935 - JEFFREY D. GREENSPAN	HEARING OFFICER	07/27/2021	07/27/2021	2,730.00
137723 - SUSAN D BRUNNER	HEARING OFFICER	07/27/2021	07/27/2021	2,590.00
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 2		$5,320.00
	Business Unit **1585 - ADMINISTRATIVE HEARINGS** Totals	Invoice Transactions 2		$5,320.00
	Department **15 - CITY MANAGER'S OFFICE** Totals	Invoice Transactions 7		$32,249.83
Department **17 - LAW**				
Business Unit **1705 - LEGAL ADMINISTRATION**				
Account **62130 - LEGAL SERVICES-GENERAL**				
101832 - FEDERAL EXPRESS CORP.	SHIPPING	07/27/2021	07/27/2021	191.19
18454 - PALM BEACH COUNTY SHERIFF'S OFFICE	PROCESS SERVICE	07/27/2021	07/27/2021	80.00
	Account **62130 - LEGAL SERVICES-GENERAL** Totals	Invoice Transactions 2		$271.19
Account **65010 - BOOKS, PUBLICATIONS, MAPS**				
106332 - WEST PUBLISHING DBA THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION	07/27/2021	07/27/2021	1,185.80
106332 - WEST PUBLISHING DBA THOMSON REUTERS - WEST	SUBSCRIPTION PRODUCT CHARGES	07/27/2021	07/27/2021	390.00
	Account **65010 - BOOKS, PUBLICATIONS, MAPS** Totals	Invoice Transactions 2		$1,575.80
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	15.76
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	5.39
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 2		$21.15
	Business Unit **1705 - LEGAL ADMINISTRATION** Totals	Invoice Transactions 6		$1,868.14
	Department **17 - LAW** Totals	Invoice Transactions 6		$1,868.14
Department **19 - ADMINISTRATIVE SERVICES**				
Business Unit **1929 - HUMAN RESOURCE DIVISION**				
Account **62160 - EMPLOYMENT TESTING SERVICES**				
163373 - HEALTH ENDEAVORS, S.C.	TESTING SERVICES	07/27/2021	07/27/2021	2,295.00
11884 - QUEST DIAGNOSTICS CLINICAL LABORATORIES	EMPLOYMENT TESTING-QUEST DIAGNOSTICS	07/27/2021	07/27/2021	4,441.75
13247 - STANARD & ASSOCIATES	EMPLOYMENT TESTING-STANARD & ASSOC.	07/27/2021	07/27/2021	395.00
105201 - TRANS UNION CORP	EMPLOYMENT BACKGROUND CHECKS-TRANSUNION	07/27/2021	07/27/2021	90.00
	Account **62160 - EMPLOYMENT TESTING SERVICES** Totals	Invoice Transactions 4		$7,221.75
Account **62270 - MEDICAL/HOSPITAL SERVICES**				
101665 - NORTH SHORE ENH OMEGA	HOSPITAL SERVICES-NORTH SHORE ENH OMEGA	07/27/2021	07/27/2021	10,812.00
	Account **62270 - MEDICAL/HOSPITAL SERVICES** Totals	Invoice Transactions 1		$10,812.00
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	6.76
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$6.76
	Business Unit **1929 - HUMAN RESOURCE DIVISION** Totals	Invoice Transactions 6		$18,040.51
Business Unit **1932 - INFORMATION TECHNOLOGY DIVI.**				
Account **62340 - IT COMPUTER SOFTWARE**				
17430 - DACRA AJUDICATION SYSTEMS LLC DBA DACRA TECH LLC	SOFTWARE SERVICE	07/27/2021	07/27/2021	2,000.00
17430 - DACRA AJUDICATION SYSTEMS LLC DBA DACRA TECH LLC	SOFTWARE SERVICE	07/27/2021	07/27/2021	4,200.00
11381 - SHI INTERNATIONAL CORP	RENEWAL OF VEEAM BACKUP AND REPLICATION SUITE 2021	07/27/2021	07/27/2021	8,880.40
	Account **62340 - IT COMPUTER SOFTWARE** Totals	Invoice Transactions 3		$15,080.40
Account **64505 - TELECOMMUNICATIONS**				
149416 - AT & T	COMMUNICATION CHARGES DEC 2020	07/27/2021	07/27/2021	1,015.87
149416 - AT & T	COMMUNICATION CHARGES JAN 21	07/27/2021	07/27/2021	1,015.87
149416 - AT & T	COMMUNICATION CHARGES FEB 2021	07/27/2021	07/27/2021	1,015.87
149416 - AT & T	COMMUNICATION CHARGES MAR 2021	07/27/2021	07/27/2021	1,015.87
149416 - AT & T	COMMUNICATION CHARGES APR 2021	07/27/2021	07/27/2021	1,777.78
149416 - AT & T	COMMUNICATION CHARGES MAY 2021	07/27/2021	07/27/2021	1,523.81
149416 - AT & T	COMMUNICATION CHARGES JUN 2021	07/27/2021	07/27/2021	1,523.81
149416 - AT & T	COMMUNICATION CHARGES JULY 21	07/27/2021	07/27/2021	1,523.81
11190 - CALL ONE, INC	COMMUNICATION CHARGES JULY 21	07/27/2021	07/27/2021	22,437.22
	Account **64505 - TELECOMMUNICATIONS** Totals	Invoice Transactions 9		$32,849.91
Account **65605 - DATA CENTER MAINTENANCE**				
102642 - IRON MOUNTAIN OSDP	OFF SITE DATA STORAGE	07/27/2021	07/27/2021	530.61
	Account **65605 - DATA CENTER MAINTENANCE** Totals	Invoice Transactions 1		$530.61
	Business Unit **1932 - INFORMATION TECHNOLOGY DIVI.** Totals	Invoice Transactions 13		$48,460.92
Business Unit **1941 - PARKING ENFORCEMENT & TICKETS**				
Account **62451 - TOWING AND BOOTING CONTRACTS**				
103795 - NORTH SHORE TOWING	TOW 7/1/21	07/27/2021	07/27/2021	75.00
	Account **62451 - TOWING AND BOOTING CONTRACTS** Totals	Invoice Transactions 1		$75.00
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
10643 - PASSPORT PARKING, INC`	CITATION MANAGEMENT JUNE 2021	07/27/2021	07/27/2021	29,471.25
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 1		$29,471.25
Account **64540 - TELECOMMUNICATIONS - WIRELESS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	132.65
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$132.65
Account **65070 - OFFICE/OTHER EQT MTN MATL**				
10643 - PASSPORT PARKING, INC`	PARKING CITATION PAPER ROLLS 6/21/21	07/27/2021	07/27/2021	1,890.15
	Account **65070 - OFFICE/OTHER EQT MTN MATL** Totals	Invoice Transactions 1		$1,890.15
	Business Unit **1941 - PARKING ENFORCEMENT & TICKETS** Totals	Invoice Transactions 4		$31,569.05
Business Unit **1950 - FACILITIES**				
Account **62225 - BLDG MAINTENANCE SERVICES**				
103744 - NICOR	UTILITIES: NICOR	07/27/2021	07/27/2021	38.43
100941 - CENTRAL RUG & CARPET CO.	REFINISHING OF PD SHOOTING RANGE FLOOR	07/27/2021	07/27/2021	4,875.00
100941 - CENTRAL RUG & CARPET CO.	REPLACEMENT OF FLOORING AT FIRE DEPARTMENT HQ	07/27/2021	07/27/2021	15,650.00
322695 - ECO-CLEAN MAINTENANCE	JANITORIAL SERVICE FOR SERVICE CENTER, PD AND FDHQ	07/27/2021	07/27/2021	4,743.00
10727 - GENERAL MEDICAL DEVICES dba AED PROFESSIONALS	AED PREVENTATIVE MAINTENANCE	07/27/2021	07/27/2021	7,685.00

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
120286 - JOHNSON CONTROLS FIRE PROTECTION LP	YEARLY SERVICE PLAN FOR CIVIC CENTER	07/27/2021	07/27/2021	6,901.56
10798 - JOHNSON CONTROLS SECURITY SOLUTIONS	INVOICES FOR MULTIPLE BUILDINGS	07/27/2021	07/27/2021	3,897.37
105097 - TEMPERATURE EQUIPMENT	SERVICE CALL HEAT EXCHANGER	07/27/2021	07/27/2021	2,393.69
105097 - TEMPERATURE EQUIPMENT	SERVICE CALL HEAT EXCHANGER	07/27/2021	07/27/2021	(2,904.49)
105097 - TEMPERATURE EQUIPMENT	HEAT ELEMENT	07/27/2021	07/27/2021	546.66
105097 - TEMPERATURE EQUIPMENT	SERVICE CALL	07/27/2021	07/27/2021	738.16
105097 - TEMPERATURE EQUIPMENT	SERVICE CALL	07/27/2021	07/27/2021	171.42
105097 - TEMPERATURE EQUIPMENT	CELL PANEL KIT	07/27/2021	07/27/2021	190.43
12792 - UNIFIRST CORPORATION	MATS FOR SERVICE CENTER	07/27/2021	07/27/2021	100.15
	Account **62225 - BLDG MAINTENANCE SERVICES** Totals	Invoice Transactions 14		$45,026.38
Account **62245 - OTHER EQMT MAINTENANCE**				
120286 - JOHNSON CONTROLS FIRE PROTECTION LP	EMERGENCY REPLACEMENT OF FIRE SPRINKLER COMPRESSOR AT CIVIC	07/27/2021	07/27/2021	3,390.00
	Account **62245 - OTHER EQMT MAINTENANCE** Totals	Invoice Transactions 1		$3,390.00
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
322695 - ECO-CLEAN MAINTENANCE	JANITORIAL SERVICE FOR CIVIC CENTER	07/27/2021	07/27/2021	1,654.25
317013 - H-O-H WATER TECHNOLOGY	CHEMICAL WATER TREATMENT FOR HVAC IN MULTIPLE BUILDINGS	07/27/2021	07/27/2021	1,137.25
101788 - SCHNEIDER ELECTRIC BUILDINGS AMERICA	HVAC BAS FOR MULTIPLE BUILDINGS	07/27/2021	07/27/2021	3,155.75
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	329.30
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 4		$6,276.55
Account **65020 - CLOTHING**				
101064 - CINTAS #22	THREE YEAR UNIFORM AGREEMENT	07/27/2021	07/27/2021	84.84
101064 - CINTAS #22	THREE YEAR UNIFORM AGREEMENT	07/27/2021	07/27/2021	84.84
101064 - CINTAS #22	THREE YEAR UNIFORM AGREEMENT	07/27/2021	07/27/2021	84.84
101064 - CINTAS #22	THREE YEAR UNIFORM AGREEMENT	07/27/2021	07/27/2021	84.84
101064 - CINTAS #22	THREE YEAR UNIFORM AGREEMENT	07/27/2021	07/27/2021	84.84
	Account **65020 - CLOTHING** Totals	Invoice Transactions 5		$424.20
Account **65025 - FOOD**				
103195 - MARK VEND COMPANY	STOCK COFFEE SUPPLIES FOR CIVIC CENTER	07/27/2021	07/27/2021	304.98
103195 - MARK VEND COMPANY	STOCK COFFEE FOR CIVIC CENTER	07/27/2021	07/27/2021	15.97
	Account **65025 - FOOD** Totals	Invoice Transactions 2		$320.95
Account **65050 - BLDG MAINTENANCE MATERIAL**				
101358 - DAUGHERTY SALES INC., RA	CONDENSATE PUMP FOR STEAM BOILERS AT NOYES	07/27/2021	07/27/2021	4,545.00
278136 - LAKESHORE RECYCLING SYSTEMS	LIGHTHOUSE BEACH RENTALS	07/27/2021	07/27/2021	519.66
105150 - THYSSENKRUPP ELEVATOR	ELEVATOR MAINTENANCE FOR EFD #5	07/27/2021	07/27/2021	640.01
105150 - THYSSENKRUPP ELEVATOR	ELEVATOR MAINTENANCE FOR ROBERT CROWN	07/27/2021	07/27/2021	855.00
	Account **65050 - BLDG MAINTENANCE MATERIAL** Totals	Invoice Transactions 4		$6,559.67
Account **65090 - SAFETY EQUIPMENT**				
101665 - NORTH SHORE ENH OMEGA	WOPPEL RESPIRATORY CHECK	07/27/2021	07/27/2021	85.00
249976 - NORTHSHORE UNIVERSITY HEALTH SYSTEM	WARZECKA RESPIRATORY CHECK	07/27/2021	07/27/2021	85.00
	Account **65090 - SAFETY EQUIPMENT** Totals	Invoice Transactions 2		$170.00
	Business Unit **1950 - FACILITIES** Totals	Invoice Transactions 32		$62,167.75
	Department **19 - ADMINISTRATIVE SERVICES** Totals	Invoice Transactions 55		$160,238.23
Department **21 - COMMUNITY DEVELOPMENT**				
Business Unit **2101 - COMMUNITY DEVELOPMENT ADMIN**				
Account **62210 - PRINTING**				
100177 - ALLEGRA PRINT & IMAGING	BUSINESS CARDS FOR GIBESON, JOHNSON & AICH-SANDINO	07/27/2021	07/27/2021	117.00
	Account **62210 - PRINTING** Totals	Invoice Transactions 1		$117.00
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	59.96
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$59.96
	Business Unit **2101 - COMMUNITY DEVELOPMENT ADMIN** Totals	Invoice Transactions 2		$176.96
Business Unit **2126 - BUILDING INSPECTION SERVICES**				
Account **62236 - SOFTWARE MAINTENANCE**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	151.60
272392 - MCCi, LLC	LASERFICHE SETUP	07/27/2021	07/27/2021	1,435.00
	Account **62236 - SOFTWARE MAINTENANCE** Totals	Invoice Transactions 2		$1,586.60
Account **62425 - ELEVATOR CONTRACT COSTS**				
101631 - ELEVATOR INSPECTION SERVICE	ELEVATOR INSPECTION	07/27/2021	07/27/2021	50.00
	Account **62425 - ELEVATOR CONTRACT COSTS** Totals	Invoice Transactions 1		$50.00
Account **62464 - PLUMB, ELEC, PLAN REVEIW SERV**				
316000 - SAFEBUILT LLC, LOCKBOX # 88135	INSPECTION/EXAMINATION SERVICE - INSPECTION AND PLAN REVIEW	07/27/2021	07/27/2021	38.24
316000 - SAFEBUILT LLC, LOCKBOX # 88135	INSPECTION/EXAMINATION SERVICE - INSPECTION AND PLAN REVIEW	07/27/2021	07/27/2021	6,899.28
	Account **62464 - PLUMB, ELEC, PLAN REVEIW SERV** Totals	Invoice Transactions 2		$6,937.52
Account **62490 - OTHER PROGRAM COSTS**				
18451 - ANGELIQUE SCHNUR	PETTY CASH REFUND REQUEST	07/27/2021	07/27/2021	50.98
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$50.98
	Business Unit **2126 - BUILDING INSPECTION SERVICES** Totals	Invoice Transactions 6		$8,625.10
	Department **21 - COMMUNITY DEVELOPMENT** Totals	Invoice Transactions 8		$8,802.06
Department **22 - POLICE**				
Business Unit **2205 - POLICE ADMINISTRATION**				
Account **62210 - PRINTING**				
291625 - THE PRINTED WORD, INC.	PRINTING SERVICES - BUSINESS CARDS	07/27/2021	07/27/2021	60.00
	Account **62210 - PRINTING** Totals	Invoice Transactions 1		$60.00
Account **62272 - OTHER PROFESSIONAL SERVICES**				
106332 - WEST PUBLISHING DBA THOMSON REUTERS - WEST	INFORMATION CHARGES - JUNE 2021	07/27/2021	07/27/2021	609.72
106332 - WEST PUBLISHING DBA THOMSON REUTERS - WEST	INFORMATION CHARGES - AUG 2020	07/27/2021	07/27/2021	569.83
106332 - WEST PUBLISHING DBA THOMSON REUTERS - WEST	INFORMATION CHARGES - OCT 2020	07/27/2021	07/27/2021	569.83
	Account **62272 - OTHER PROFESSIONAL SERVICES** Totals	Invoice Transactions 3		$1,749.38
Account **62280 - OVERNIGHT MAIL CHARGES**				
101832 - FEDERAL EXPRESS CORP.	OVERNIGHT SHIPPING	07/27/2021	07/27/2021	99.12
	Account **62280 - OVERNIGHT MAIL CHARGES** Totals	Invoice Transactions 1		$99.12
Account **62360 - MEMBERSHIP DUES**				
177538 - ILLINOIS LAW ENFORCEMENT ALARM SYSTEM	MEMBERSHIP DUES - 7/2021 TO 7/2022	07/27/2021	07/27/2021	480.00
	Account **62360 - MEMBERSHIP DUES** Totals	Invoice Transactions 1		$480.00
Account **62490 - OTHER PROGRAM COSTS**				
294626 - ARTISTIC ENGRAVING	BADGES/STARS FOR SHADOW BOXES	07/27/2021	07/27/2021	106.11
104182 - PRESTONS FLOWERS & GIFTS	FUNERAL FLOWERS	07/27/2021	07/27/2021	60.00
17340 - SHRED FIRST INC	ON-SITE SHREDDING SERVICE	07/27/2021	07/27/2021	331.65
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 3		$497.76
	Business Unit **2205 - POLICE ADMINISTRATION** Totals	Invoice Transactions 9		$2,886.26
Business Unit **2210 - PATROL OPERATIONS**				
Account **62490 - OTHER PROGRAM COSTS**				
101729 - EVANSTON FUNERAL & CREMATION	BODY REMOVAL	07/27/2021	07/27/2021	3,000.00
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$3,000.00
Account **65020 - CLOTHING**				
240341 - KIESLER POLICE SUPPLY, INC.	UNIFORM - VEST	07/27/2021	07/27/2021	863.70
12773 - NORTH AMERICAN RESCUE	TOURNIQUET HOLDERS	07/27/2021	07/27/2021	287.60
	Account **65020 - CLOTHING** Totals	Invoice Transactions 2		$1,151.30
Account **65125 - OTHER COMMODITIES**				
17073 - BARCODES, INC.	IN-CAR PRINTER PAPER	07/27/2021	07/27/2021	367.02
	Account **65125 - OTHER COMMODITIES** Totals	Invoice Transactions 1		$367.02
	Business Unit **2210 - PATROL OPERATIONS** Totals	Invoice Transactions 4		$4,518.32
Business Unit **2240 - POLICE RECORDS**				
Account **62770 - MISCELLANEOUS**				
296827 - IDENTISYS	ID MACHINE SUPPLIES	07/27/2021	07/27/2021	296.92
	Account **62770 - MISCELLANEOUS** Totals	Invoice Transactions 1		$296.92
	Business Unit **2240 - POLICE RECORDS** Totals	Invoice Transactions 1		$296.92

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Business Unit **2260 - OFFICE OF ADMINISTRATION**				
Account **62295 - TRAINING & TRAVEL**				
18456 - AMANDA FERNANDEZ	MEAL ALLOWANCE - URBAN RIFLE/CARBINE TACTICAL SKILLS	07/27/2021	07/27/2021	45.00
103774 - NORTH EAST MULTI-REGIONAL TRAINING INC	TRAINING - 40 HR JUVENILE SPECIALIST	07/27/2021	07/27/2021	75.00
103774 - NORTH EAST MULTI-REGIONAL TRAINING INC	TRAINING CLOSE QUARTER HANDGUN SKILLS	07/27/2021	07/27/2021	300.00
	Account **62295 - TRAINING & TRAVEL** Totals	Invoice Transactions 3		$420.00
Account **64565 - CABLE - VIDEO**				
100401 - COMCAST CABLE	CABLE SERVICE	07/27/2021	07/27/2021	83.92
	Account **64565 - CABLE - VIDEO** Totals	Invoice Transactions 1		$83.92
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES - POLICE ADMIN	07/27/2021	07/27/2021	103.92
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$103.92
	Business Unit **2260 - OFFICE OF ADMINISTRATION** Totals	Invoice Transactions 5		$607.84
Business Unit **2270 - TRAFFIC BUREAU**				
Account **62451 - TOWING AND BOOTING CONTRACTS**				
103795 - NORTH SHORE TOWING	TOWING - DISREGARD	07/27/2021	07/27/2021	10.00
103795 - NORTH SHORE TOWING	TOW & HOOK	07/27/2021	07/27/2021	75.00
	Account **62451 - TOWING AND BOOTING CONTRACTS** Totals	Invoice Transactions 2		$85.00
Account **62490 - OTHER PROGRAM COSTS**				
102626 - INTOXIMETERS INC.	REPAIR SERVICE	07/27/2021	07/27/2021	696.00
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$696.00
	Business Unit **2270 - TRAFFIC BUREAU** Totals	Invoice Transactions 3		$781.00
Business Unit **2280 - ANIMAL CONTROL**				
Account **62225 - BLDG MAINTENANCE SERVICES**				
100310 - ANDERSON PEST CONTROL	PEST CONTROL - ANIMAL SHELTER (JULY 21)	07/27/2021	07/27/2021	62.87
	Account **62225 - BLDG MAINTENANCE SERVICES** Totals	Invoice Transactions 1		$62.87
	Business Unit **2280 - ANIMAL CONTROL** Totals	Invoice Transactions 1		$62.87
Business Unit **2295 - BUILDING MANAGEMENT**				
Account **62225 - BLDG MAINTENANCE SERVICES**				
101134 - COLLEY ELEVATOR CO.	ELEVATOR INSPECTION	07/27/2021	07/27/2021	207.00
	Account **62225 - BLDG MAINTENANCE SERVICES** Totals	Invoice Transactions 1		$207.00
Account **65040 - JANITORIAL SUPPLIES**				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	97.30
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 1		$97.30
Account **65125 - OTHER COMMODITIES**				
102137 - GRAINGER, INC., W.W.	LIGHT BULBS	07/27/2021	07/27/2021	91.50
102718 - JOHNSON LOCKSMITH, INC.	LOCKSMITH SERVICE (KEYS)	07/27/2021	07/27/2021	20.00
103195 - MARK VEND COMPANY	COFFEE CUPS	07/27/2021	07/27/2021	223.68
	Account **65125 - OTHER COMMODITIES** Totals	Invoice Transactions 3		$335.18
	Business Unit **2295 - BUILDING MANAGEMENT** Totals	Invoice Transactions 5		$639.48
	Department **22 - POLICE** Totals	Invoice Transactions 28		$9,792.69
Department **23 - FIRE MGMT & SUPPORT**				
Business Unit **2305 - FIRE MGT & SUPPORT**				
Account **62295 - TRAINING & TRAVEL**				
102506 - ILLINOIS FIRE INSPECTORS ASSOCIATION	FIREMAN TRAINING AND INSTRUCTION	07/27/2021	07/27/2021	25.00
	Account **62295 - TRAINING & TRAVEL** Totals	Invoice Transactions 1		$25.00
Account **64015 - NATURAL GAS**				
103744 - NICOR	UTILITIES: NICOR	07/27/2021	07/27/2021	137.72
	Account **64015 - NATURAL GAS** Totals	Invoice Transactions 1		$137.72
Account **65020 - CLOTHING**				
100158 - AIR ONE EQUIPMENT	FIRE PROTECTION EQUIPMENT	07/27/2021	07/27/2021	750.00
100158 - AIR ONE EQUIPMENT	FIRE PROTECTION EQUIPMENT	07/27/2021	07/27/2021	760.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	109.85
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	235.75
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	34.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	25.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	101.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	592.50
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	129.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	46.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	45.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	52.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	245.85
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	129.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	119.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	19.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	49.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	62.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	62.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	91.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	52.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	95.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	157.80
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	56.85
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	23.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	125.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	7.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	148.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	75.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	52.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	71.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	71.90
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	433.79
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	140.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	105.94
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	56.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	205.85
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	14.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	50.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	25.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	25.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	25.00
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	23.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	124.85
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	35.95
11435 - TODAY'S UNIFORMS INC.	FIRE UNIFORMS	07/27/2021	07/27/2021	107.85
	Account **65020 - CLOTHING** Totals	Invoice Transactions 46		$5,986.23
Account **65125 - OTHER COMMODITIES**				
100401 - COMCAST CABLE	COMMUNICATION CHARGES JULY 21	07/27/2021	07/27/2021	31.50
101832 - FEDERAL EXPRESS CORP.	SHIPPING	07/27/2021	07/27/2021	169.93
18441 - DANIELS SHARPSMART, INC.	WASTE DISPOSAL SERVICES, MEDIC	07/27/2021	07/27/2021	674.37
	Account **65125 - OTHER COMMODITIES** Totals	Invoice Transactions 3		$875.80
	Business Unit **2305 - FIRE MGT & SUPPORT** Totals	Invoice Transactions 51		$7,024.75
Business Unit **2315 - FIRE SUPPRESSION**				
Account **62235 - OFFICE EQUIPMENT MAINT**				
101960 - FOX VALLEY FIRE & SAFETY	ALARM EQUIPMENT MAINTENANCE/RE	07/27/2021	07/27/2021	129.49
101960 - FOX VALLEY FIRE & SAFETY	ALARM EQUIPMENT MAINTENANCE/RE	07/27/2021	07/27/2021	129.49
	Account **62235 - OFFICE EQUIPMENT MAINT** Totals	Invoice Transactions 2		$258.98

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
100316 - ANDRES MEDICAL BILLING	AMBULANCE CHARGES- JUNE 2021	07/27/2021	07/27/2021	4,624.35
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 1		$4,624.35
Account **65015 - CHEMICALS/ SALT**				
18327 - US GAS	OXYGEN TANKS	07/27/2021	07/27/2021	94.00
18327 - US GAS	OXYGEN TANKS	07/27/2021	07/27/2021	220.00
	Account **65015 - CHEMICALS/ SALT** Totals	Invoice Transactions 2		$314.00
Account **65040 - JANITORIAL SUPPLIES**				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	91.86
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	85.59
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	88.60
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 3		$266.05
Account **65090 - SAFETY EQUIPMENT**				
18231 - TURNOUTRENTAL, LLC	FIRE PROTECTION EQUIPMENT	07/27/2021	07/27/2021	840.00
18231 - TURNOUTRENTAL, LLC	FIRE PROTECTION EQUIPMENT	07/27/2021	07/27/2021	130.00
	Account **65090 - SAFETY EQUIPMENT** Totals	Invoice Transactions 2		$970.00
Account **65095 - OFFICE SUPPLIES**				
100158 - AIR ONE EQUIPMENT	OFFICE SUPPLIES, GENERAL	07/27/2021	07/27/2021	43.00
100158 - AIR ONE EQUIPMENT	OFFICE SUPPLIES, GENERAL	07/27/2021	07/27/2021	167.00
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 2		$210.00
	Business Unit **2315 - FIRE SUPPRESSION** Totals	Invoice Transactions 12		$6,643.38
	Department **23 - FIRE MGMT & SUPPORT** Totals	Invoice Transactions 63		$13,668.13
Department **24 - HEALTH**				
Business Unit **2435 - PUBLIC HEALTH DIVISION**				
Account **64540 - TELECOMMUNICATIONS - WIRELESS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	151.60
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$151.60
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	11.97
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$11.97
	Business Unit **2435 - PUBLIC HEALTH DIVISION** Totals	Invoice Transactions 2		$163.57
	Department **24 - HEALTH** Totals	Invoice Transactions 2		$163.57
Department **30 - PARKS AND RECREATION**				
Business Unit **3005 - REC. MGMT. & GENERAL SUPPORT**				
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	39.98
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	20.58
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	48.99
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 3		$109.55
	Business Unit **3005 - REC. MGMT. & GENERAL SUPPORT** Totals	Invoice Transactions 3		$109.55
Business Unit **3020 - REC GENERAL SUPPORT**				
Account **62490 - OTHER PROGRAM COSTS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	94.75
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$94.75
	Business Unit **3020 - REC GENERAL SUPPORT** Totals	Invoice Transactions 1		$94.75
Business Unit **3030 - CROWN COMMUNITY CENTER**				
Account **62505 - INSTRUCTOR SERVICES**				
18372 - ALICIA HANNAH KIM	HOCKEY CAMP ASSISTANT DIRECTOR	07/27/2021	07/27/2021	2,500.00
14991 - D.I.M.E.	DANCE CLASS INSTRUCTOR	07/27/2021	07/27/2021	1,500.00
18399 - JENESSA HERNANDEZ	HOCKEY CAMP DIRECTOR	07/27/2021	07/27/2021	2,500.00
18359 - MELINA M. MAGGIO	HOCKEY CAMP ASSISTANT DIRECTOR	07/27/2021	07/27/2021	2,500.00
18457 - MOTION SPORTS AND SAFETY PRODUCTS INC.	SKATE PROGRAM SKATE HELPERS	07/27/2021	07/27/2021	1,680.00
16722 - WE GOT GAME, LLC	RECREATION PROGRAM INSTRUCTION	07/27/2021	07/27/2021	157.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 6		$10,837.00
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	2,097.36
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$2,097.36
Account **65040 - JANITORIAL SUPPLIES**				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	767.78
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	183.48
12792 - UNIFIRST CORPORATION	JANITORIAL SUPPLY	07/27/2021	07/27/2021	53.99
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 3		$1,005.25
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	52.09
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	17.16
102520 - ILLINOIS PAPER DBA IMPACT NETWORKING LLC	OFFICE PAPER SUPPLY	07/27/2021	07/27/2021	198.00
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 3		$267.25
Account **65510 - BUILDINGS**				
18307 - ANCHOR MECHANICAL INC.	RCCC HVAC PREVENTATIVE MAINTENANCE	07/27/2021	07/27/2021	462.00
	Account **65510 - BUILDINGS** Totals	Invoice Transactions 1		$462.00
	Business Unit **3030 - CROWN COMMUNITY CENTER** Totals	Invoice Transactions 14		$14,668.86
Business Unit **3035 - CHANDLER COMMUNITY CENTER**				
Account **62505 - INSTRUCTOR SERVICES**				
18193 - CHICAGO UNION	ULTIMATE FRISBEE INSTRUCTION	07/27/2021	07/27/2021	1,159.20
17908 - CHICKY'S KITCHEN CREATIONS	COOKING CLASS	07/27/2021	07/27/2021	472.50
105283 - DIANA UNGER	FENCING CLASS AND LESSONS INSTRUCTION	07/27/2021	07/27/2021	1,447.60
10273 - EVP ACADEMIES, LLC	VOLLEYBALL AND OUTDOOR BASKETBALL VENDOR	07/27/2021	07/27/2021	5,248.95
18321 - JAMBERRY MUSIC LLC	MUSIC CAMP	07/27/2021	07/27/2021	480.00
16722 - WE GOT GAME, LLC	RECREATION PROGRAM INSTRUCTION	07/27/2021	07/27/2021	1,523.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 6		$10,331.25
Account **62506 - WORK- STUDY**				
10407 - NORTHWESTERN UNIVERSITY	NORTHWESTERN WORK-STUDY	07/27/2021	07/27/2021	751.06
	Account **62506 - WORK- STUDY** Totals	Invoice Transactions 1		$751.06
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	874.72
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$874.72
Account **65040 - JANITORIAL SUPPLIES**				
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	CNCC CUSTODIAL SUPPLIES	07/27/2021	07/27/2021	271.89
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	CNCC CUSTODIAL SUPPLIES	07/27/2021	07/27/2021	83.52
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 2		$355.41
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	(46.35)
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	(44.85)
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	70.22
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	2.79
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	24.79
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	59.61
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 6		$66.21
	Business Unit **3035 - CHANDLER COMMUNITY CENTER** Totals	Invoice Transactions 16		$12,378.65
Business Unit **3040 - FLEETWOOD JOURDAIN COM CT**				
Account **62495 - LICENSED PEST CONTROL SERVICES**				
100310 - ANDERSON PEST CONTROL	FJCC PEST CONTROL JULY	07/27/2021	07/27/2021	82.80
	Account **62495 - LICENSED PEST CONTROL SERVICES** Totals	Invoice Transactions 1		$82.80
Account **62505 - INSTRUCTOR SERVICES**				
13568 - THOMAS SEXTON	FJCC SUMMER KARATE INSTRUCTOR	07/27/2021	07/27/2021	695.80
17869 - STUART MATTISON	FJCC SUMMER SOCCER	07/27/2021	07/27/2021	380.80
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 2		$1,076.60
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	1,100.00
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$1,100.00

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account **65025 - FOOD**				
12428 - SMIGO MANAGEMENT GROUP DBA HOFFMAN HOUSE CATERING	CONGREGATE MEAL PROGRAM	07/27/2021	07/27/2021	1,645.00
	Account **65025 - FOOD** Totals	Invoice Transactions 1		$1,645.00
Account **65040 - JANITORIAL SUPPLIES**				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	80.00
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	100.86
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	1,120.92
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	CLEANING SUPPLIES	07/27/2021	07/27/2021	20.42
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	CLEANING SUPPLIES	07/27/2021	07/27/2021	20.23
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	CLEANING SUPPLIES	07/27/2021	07/27/2021	26.06
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 6		$1,368.49
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	8.61
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	109.98
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	7.71
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 3		$126.30
	Business Unit **3040 - FLEETWOOD JOURDAIN COM CT** Totals	Invoice Transactions 14		$5,399.19
Business Unit **3045 - FLEETWOOD/JOURDAIN THEATR**				
Account **62505 - INSTRUCTOR SERVICES**				
16848 - CLAIRE B TAYLOR	STAGE AMANAGER THE MEETING	07/27/2021	07/27/2021	620.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 1		$620.00
	Business Unit **3045 - FLEETWOOD/JOURDAIN THEATR** Totals	Invoice Transactions 1		$620.00
Business Unit **3050 - RECREATION OUTREACH PROGRAM**				
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	1,859.32
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$1,859.32
Account **65025 - FOOD**				
101758 - EVANSTON TOWNSHIP HIGH SCHOOL	SUMMER FOOD PROGRAM	07/27/2021	07/27/2021	38,325.00
246157 - HOME CITY ICE COMPANY	SUMMER FOOD PROGRAM	07/27/2021	07/27/2021	283.65
	Account **65025 - FOOD** Totals	Invoice Transactions 2		$38,608.65
	Business Unit **3050 - RECREATION OUTREACH PROGRAM** Totals	Invoice Transactions 3		$40,467.97
Business Unit **3055 - LEVY CENTER SENIOR SERVICES**				
Account **62505 - INSTRUCTOR SERVICES**				
10511 - VIVIAN VISSER	JUNE ART CLASSES	07/27/2021	07/27/2021	504.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 1		$504.00
Account **62511 - ENTERTAIN/PERFORMER SERV**				
100401 - COMCAST CABLE	COMMUNICATION CHARGES JULY 21	07/27/2021	07/27/2021	205.35
	Account **62511 - ENTERTAIN/PERFORMER SERV** Totals	Invoice Transactions 1		$205.35
Account **62695 - COUPON PMTS-CAB SUBSIDY**				
313314 - 303 TAXI	TAXI REIMBURSEMENT	07/27/2021	07/27/2021	2,090.00
	Account **62695 - COUPON PMTS-CAB SUBSIDY** Totals	Invoice Transactions 1		$2,090.00
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	2,509.58
11011 - EVANSTON QUICK SIGNS	CLOTHING	07/27/2021	07/27/2021	247.00
	Account **65020 - CLOTHING** Totals	Invoice Transactions 2		$2,756.58
	Business Unit **3055 - LEVY CENTER SENIOR SERVICES** Totals	Invoice Transactions 5		$5,555.93
Business Unit **3065 - BOAT RAMP OPERATIONS**				
Account **65045 - LICENSING/REGULATORY SUPP**				
104519 - RYDIN SIGN & DECAL	ADDITIONAL DEMPSTER PASSES	07/27/2021	07/27/2021	736.00
	Account **65045 - LICENSING/REGULATORY SUPP** Totals	Invoice Transactions 1		$736.00
Account **65050 - BLDG MAINTENANCE MATERIAL**				
222383 - TEAM REIL, INC.	CHURCH ST BOAT RAMP PARTS	07/27/2021	07/27/2021	174.00
	Account **65050 - BLDG MAINTENANCE MATERIAL** Totals	Invoice Transactions 1		$174.00
	Business Unit **3065 - BOAT RAMP OPERATIONS** Totals	Invoice Transactions 2		$910.00
Business Unit **3080 - BEACHES**				
Account **62490 - OTHER PROGRAM COSTS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	37.90
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$37.90
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	3,744.00
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$3,744.00
Account **65040 - JANITORIAL SUPPLIES**				
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	LAKEFRONT CUSTODIAL SUPPLIES	07/27/2021	07/27/2021	61.28
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	LAKEFRONT CUSTODIAL SUPPLIES	07/27/2021	07/27/2021	641.34
17268 - HOME DEPOT U.S.A., INC. DBA THE HOME DEPOT PRO	LAKEFRONT CUSTODIAL SUPPLIES	07/27/2021	07/27/2021	417.60
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 3		$1,120.22
Account **65045 - LICENSING/REGULATORY SUPP**				
104519 - RYDIN SIGN & DECAL	ADDITIONAL BEACH PASSES	07/27/2021	07/27/2021	2,290.00
	Account **65045 - LICENSING/REGULATORY SUPP** Totals	Invoice Transactions 1		$2,290.00
	Business Unit **3080 - BEACHES** Totals	Invoice Transactions 6		$7,192.12
Business Unit **3095 - CROWN ICE RINK**				
Account **62490 - OTHER PROGRAM COSTS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	18.95
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$18.95
	Business Unit **3095 - CROWN ICE RINK** Totals	Invoice Transactions 1		$18.95
Business Unit **3100 - SPORTS LEAGUES**				
Account **62495 - LICENSED PEST CONTROL SERVICES**				
100310 - ANDERSON PEST CONTROL	MASON PEST CONTROL JULY 2021	07/27/2021	07/27/2021	45.68
	Account **62495 - LICENSED PEST CONTROL SERVICES** Totals	Invoice Transactions 1		$45.68
	Business Unit **3100 - SPORTS LEAGUES** Totals	Invoice Transactions 1		$45.68
Business Unit **3130 - SPECIAL RECREATION**				
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	785.00
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$785.00
	Business Unit **3130 - SPECIAL RECREATION** Totals	Invoice Transactions 1		$785.00
Business Unit **3215 - YOUTH ENGAGEMENT DIVISION**				
Account **62490 - OTHER PROGRAM COSTS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	56.85
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$56.85
	Business Unit **3215 - YOUTH ENGAGEMENT DIVISION** Totals	Invoice Transactions 1		$56.85
Business Unit **3225 - GIBBS-MORRISON CULTURAL CENTER**				
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
151986 - CINTAS CORPORATION #769	MONTHLY MAT SERVICE	07/27/2021	07/27/2021	35.00
151986 - CINTAS CORPORATION #769	MONTHLY MAT SERVICE	07/27/2021	07/27/2021	35.00
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 2		$70.00
Account **65040 - JANITORIAL SUPPLIES**				
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	55.46
10546 - SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	07/27/2021	07/27/2021	53.50
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 2		$108.96
	Business Unit **3225 - GIBBS-MORRISON CULTURAL CENTER** Totals	Invoice Transactions 4		$178.96
Business Unit **3605 - ECOLOGY CENTER**				
Account **62507 - FIELD TRIPS**				
103823 - NORTHWEST PASSAGE	ECOLOGY DAY CAMP PROGRAM	07/27/2021	07/27/2021	2,737.75
103823 - NORTHWEST PASSAGE	ECOLOGY DAY CAMP PROGRAM	07/27/2021	07/27/2021	2,380.75
103823 - NORTHWEST PASSAGE	ECOLOGY DAY CAMP PROGRAM	07/27/2021	07/27/2021	2,380.75
	Account **62507 - FIELD TRIPS** Totals	Invoice Transactions 3		$7,499.25

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Account **64015 - NATURAL GAS**				
103744 - NICOR	UTILITIES: NICOR	07/27/2021	07/27/2021	591.72
	Account **64015 - NATURAL GAS** Totals	Invoice Transactions 1		$591.72
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	1,295.58
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$1,295.58
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	63.38
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$63.38
Account **65110 - RECREATION SUPPLIES**				
15302 - MATT POOLE	CAMP SUPPLY REIMBURSEMENT	07/27/2021	07/27/2021	122.00
	Account **65110 - RECREATION SUPPLIES** Totals	Invoice Transactions 1		$122.00
	Business Unit **3605 - ECOLOGY CENTER** Totals	Invoice Transactions 7		$9,571.93
Business Unit **3710 - NOYES CULTURAL ARTS CENTER**				
Account **62518 - SECURITY ALARM CONTRACTS**				
100162 - ALARM DETECTION SYSTEMS, INC.	ALARM CHARGES AUG-OCT	07/27/2021	07/27/2021	298.71
	Account **62518 - SECURITY ALARM CONTRACTS** Totals	Invoice Transactions 1		$298.71
	Business Unit **3710 - NOYES CULTURAL ARTS CENTER** Totals	Invoice Transactions 1		$298.71
Business Unit **3720 - CULTURAL ARTS PROGRAMS**				
Account **62505 - INSTRUCTOR SERVICES**				
317729 - MAX DINERSTEIN	ARTS CAMP INSTRUCTION SERVICES	07/27/2021	07/27/2021	990.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 1		$990.00
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
100841 - DAYNA CALDERON	ENTERTAINMENT STARLIGHT CONCERT 2 OF 2	07/27/2021	07/27/2021	1,250.00
100841 - DAYNA CALDERON	ENTERTAINMENT DANCE IN PAK 2 OF 2	07/27/2021	07/27/2021	550.00
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 2		$1,800.00
Account **62515 - RENTAL SERVICES**				
10352 - B&B PRODUCTIONS, INC	SOUND PRODUCTION STARLIGHT CONCERT SERIES	07/27/2021	07/27/2021	1,600.00
10352 - B&B PRODUCTIONS, INC	SOUND PRODUCTION STARLIGHT CONCERT SERIES	07/27/2021	07/27/2021	475.00
278136 - LAKESHORE RECYCLING SYSTEMS	PORTABLE SANITATION	07/27/2021	07/27/2021	515.36
	Account **62515 - RENTAL SERVICES** Totals	Invoice Transactions 3		$2,590.36
Account **65020 - CLOTHING**				
13549 - EVANSTON IMPRINTABLES	2021 SUMMER CLOTHING	07/27/2021	07/27/2021	974.44
	Account **65020 - CLOTHING** Totals	Invoice Transactions 1		$974.44
	Business Unit **3720 - CULTURAL ARTS PROGRAMS** Totals	Invoice Transactions 7		$6,354.80
	Department **30 - PARKS AND RECREATION** Totals	Invoice Transactions 88		$104,707.90
Department **40 - PUBLIC WORKS AGENCY**				
Business Unit **4105 - PUBLIC WORKS AGENCY ADMIN**				
Account **64540 - TELECOMMUNICATIONS - WIRELESS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	840.32
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$840.32
Account **65090 - SAFETY EQUIPMENT**				
101063 - CINTAS FIRST AID & SUPPLY	FIRST AID CABINET MAINTENANCE	07/27/2021	07/27/2021	101.50
	Account **65090 - SAFETY EQUIPMENT** Totals	Invoice Transactions 1		$101.50
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	12.30
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$12.30
	Business Unit **4105 - PUBLIC WORKS AGENCY ADMIN** Totals	Invoice Transactions 3		$954.12
Business Unit **4320 - FORESTRY**				
Account **65005 - AGRI/BOTANICAL SUPPLIES**				
138225 - RAINBOW TREECARE	FUNGICIDE - FORESTRY	07/27/2021	07/27/2021	1,587.68
	Account **65005 - AGRI/BOTANICAL SUPPLIES** Totals	Invoice Transactions 1		$1,587.68
	Business Unit **4320 - FORESTRY** Totals	Invoice Transactions 1		$1,587.68
Business Unit **4330 - GREENWAYS**				
Account **62195 - LANDSCAPE MAINTENANCE SERVICES**				
301861 - CHRISTY WEBBER & COMPANY	FY2021 ROBERT CROWN LANDSCAPE MAINTENANCE CONTRACT BID 20-47	07/27/2021	07/27/2021	6,135.00
	Account **62195 - LANDSCAPE MAINTENANCE SERVICES** Totals	Invoice Transactions 1		$6,135.00
Account **62199 - PARK MNTNCE & FURNITURE RPLCMN**				
16996 - ESTRADA FENCES INC.	LOVELACE FENCE	07/27/2021	07/27/2021	600.00
13915 - VICTOR STANLEY, INC.	PARK BENCH PURCHASE	07/27/2021	07/27/2021	3,521.00
	Account **62199 - PARK MNTNCE & FURNITURE RPLCMN** Totals	Invoice Transactions 2		$4,121.00
Account **65005 - AGRI/BOTANICAL SUPPLIES**				
101106 - CLESEN WHOLESALE	DODGE POTS	07/27/2021	07/27/2021	591.60
101106 - CLESEN WHOLESALE	JAMES PARK	07/27/2021	07/27/2021	244.50
101106 - CLESEN WHOLESALE	FLEETWOOD BEDS	07/27/2021	07/27/2021	436.00
101106 - CLESEN WHOLESALE	GREEN BAY/EMERSON	07/27/2021	07/27/2021	430.50
101106 - CLESEN WHOLESALE	ST. PAUL JENNIFER MORRIS PLANTS	07/27/2021	07/27/2021	514.40
101106 - CLESEN WHOLESALE	PHILBRICK GARDEN	07/27/2021	07/27/2021	421.00
101106 - CLESEN WHOLESALE	TWIGGS GARDEN	07/27/2021	07/27/2021	300.90
101106 - CLESEN WHOLESALE	HOBART PARK	07/27/2021	07/27/2021	227.50
101106 - CLESEN WHOLESALE	LEVY	07/27/2021	07/27/2021	412.20
101106 - CLESEN WHOLESALE	ALEXANDER PARK	07/27/2021	07/27/2021	370.50
101106 - CLESEN WHOLESALE	LOVELACE GARDEN	07/27/2021	07/27/2021	159.00
106804 - MIDWEST GROUNDCOVERS	PLANTS - LOVELACE BED	07/27/2021	07/27/2021	380.73
106804 - MIDWEST GROUNDCOVERS	PLANTS - NOAH'S PLAYGROUND	07/27/2021	07/27/2021	302.00
106804 - MIDWEST GROUNDCOVERS	PLANTS - LUNT PARK	07/27/2021	07/27/2021	930.92
106804 - MIDWEST GROUNDCOVERS	PLANTS - ARRINGTON	07/27/2021	07/27/2021	45.56
106804 - MIDWEST GROUNDCOVERS	PLANTS - TURN AROUND PARK	07/27/2021	07/27/2021	440.40
106804 - MIDWEST GROUNDCOVERS	PLANTS - LUNT PARK	07/27/2021	07/27/2021	94.28
	Account **65005 - AGRI/BOTANICAL SUPPLIES** Totals	Invoice Transactions 17		$6,301.99
Account **65625 - FURNITURE & FIXTURES**				
102015 - GAMETIME	MEGOWAN PLAYGROUND EQUIPMENT	07/27/2021	07/27/2021	957.78
102015 - GAMETIME	BUTLER PLAYGROUND EQUIPMENT	07/27/2021	07/27/2021	105.37
103855 - NUTOYS LEISURE PRODUCTS	DOBSON BRUMMEL PLAYGROUND	07/27/2021	07/27/2021	592.00
	Account **65625 - FURNITURE & FIXTURES** Totals	Invoice Transactions 3		$1,655.15
	Business Unit **4330 - GREENWAYS** Totals	Invoice Transactions 23		$18,213.14
Business Unit **4520 - TRAF. SIG.& ST LIGHT MAINT**				
Account **65070 - OFFICE/OTHER EQT MTN MATL**				
120248 - ELCAST LIGHTING	STREET LIGHT FIXTURE REPAIR	07/27/2021	07/27/2021	1,500.00
120248 - ELCAST LIGHTING	STREET LIGHT FIXTURE REPAIR	07/27/2021	07/27/2021	1,500.00
100747 - MOBO TREX	SOLE SOURCE PURCHASE OF UNINTERRUPTED POWER SOURCE	07/27/2021	07/27/2021	3,882.00
	Account **65070 - OFFICE/OTHER EQT MTN MATL** Totals	Invoice Transactions 3		$6,882.00
	Business Unit **4520 - TRAF. SIG.& ST LIGHT MAINT** Totals	Invoice Transactions 3		$6,882.00
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions 30		$27,636.94
	Fund 100 - GENERAL FUND Totals	**Invoice Transactions 290**		**$381,495.62**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **175 - GENERAL ASSISTANCE FUND**				
Department **24 - HEALTH**				
Business Unit **4605 - GENERAL ASSISTANCE ADMIN**				
Account **65095 - OFFICE SUPPLIES**				
103883 - OFFICE DEPOT	OFFICE SUPPLIES	07/27/2021	07/27/2021	39.49
	Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions 1		$39.49
	Business Unit **4605 - GENERAL ASSISTANCE ADMIN** Totals	Invoice Transactions 1		$39.49
	Department **24 - HEALTH** Totals	Invoice Transactions 1		$39.49
	Fund 175 - GENERAL ASSISTANCE FUND Totals	**Invoice Transactions 1**		**$39.49**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **176 - HUMAN SERVICES FUND**				
Department **24 - HEALTH**				
Business Unit **3215 - YOUTH ENGAGEMENT DIVISION**				
Account **62490 - OTHER PROGRAM COSTS**				
10330 - SWANK MOVIE LICENSING USA	LICENSING FOR SUMMER MOVIES IN THE PARK	07/27/2021	07/27/2021	250.00
10330 - SWANK MOVIE LICENSING USA	MOVIE IN THE PARK - LICENSING FOR BLACK PAINTER	07/27/2021	07/27/2021	250.00
10330 - SWANK MOVIE LICENSING USA	MOVIE IN THE PARK - LICENSING FOR FRIDAY	07/27/2021	07/27/2021	250.00
10330 - SWANK MOVIE LICENSING USA	MOVIE IN THE PARK - LICENSING FOR MONEY TALKS	07/27/2021	07/27/2021	250.00
10330 - SWANK MOVIE LICENSING USA	MOVIE IN THE PARK - LICENSING FOR GODZILLA	07/27/2021	07/27/2021	250.00
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions	5	$1,250.00
	Business Unit **3215 - YOUTH ENGAGEMENT DIVISION** Totals	Invoice Transactions	5	$1,250.00
	Department **24 - HEALTH** Totals	Invoice Transactions	5	$1,250.00
	Fund 176 - HUMAN SERVICES FUND Totals	**Invoice Transactions**	**5**	**$1,250.00**

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 **65015 - CHEMICALS/ SALT**					
125211 - MORTON SALT	FY2021 ROCK SALT PURCHASE		07/27/2021	07/27/2021	12,658.32
125211 - MORTON SALT	FY2021 ROCK SALT PURCHASE		07/27/2021	07/27/2021	13,572.83
125211 - MORTON SALT	FY2021 ROCK SALT PURCHASE		07/27/2021	07/27/2021	33,320.95
		Account **65015 - CHEMICALS/ SALT** Totals	Invoice Transactions	3	$59,552.10
Account **65055 - MATER. TO MAINT. IMP.**					
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	238.08
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	186.62
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	101.06
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	429.04
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	317.44
13666 - BUILDERS ASPHALT, LLC	FY2021 HOT MIX ASPHALT PURCHASE		07/27/2021	07/27/2021	672.70
100780 - OZINGA CHICAGO RMC, INC.	FY2021 CONRETE PURCHASE		07/27/2021	07/27/2021	1,559.80
		Account **65055 - MATER. TO MAINT. IMP.** Totals	Invoice Transactions	7	$3,504.74
		Business Unit **5100 - MOTOR FUEL TAX - ADMINISTRATION** Totals	Invoice Transactions	10	$63,056.84
		Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions	10	$63,056.84
		Fund 200 - MOTOR FUEL TAX FUND Totals	**Invoice Transactions**	**10**	**$63,056.84**

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	07/27/2021	07/27/2021	674.00
103536 - MOTOROLA SOLUTIONS, INC.	COMMUNICATION EQUIPMENT	07/27/2021	07/27/2021	5,794.00
14910 - SUPERION, LLC	FREEDOM MODULE ANNUAL MAINTENANCE FEE	07/27/2021	07/27/2021	1,212.75
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 3		$7,680.75
	Business Unit **5150 - EMERGENCY TELEPHONE SYSTM** Totals	Invoice Transactions 3		$7,680.75
	Department **22 - POLICE** Totals	Invoice Transactions 3		$7,680.75
	Fund 205 - EMERGENCY TELEPHONE (E911) FUND Totals	**Invoice Transactions 3**		**$7,680.75**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **215 - CDBG FUND**				
Department **21 - COMMUNITY DEVELOPMENT**				
Business Unit **5187 - REHAB CONSTRUCTION ADMIN**				
Account **62490 - OTHER PROGRAM COSTS**				
17504 - CHICAGO TITLE COMPANY LLC	TITLE SEARCH FOR HOUSING REHAB APPLICANT #0312	07/27/2021	07/27/2021	150.00
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$150.00
	Business Unit **5187 - REHAB CONSTRUCTION ADMIN** Totals	Invoice Transactions 1		$150.00
Business Unit **5226 - CDBG-CV**				
Account **63045 - SUMMER YOUTH EMPLOYMENT**				
104672 - SERVICE SANITATION INC	PORTABLE RESTROOMS	07/27/2021	07/27/2021	300.00
	Account **63045 - SUMMER YOUTH EMPLOYMENT** Totals	Invoice Transactions 1		$300.00
	Business Unit **5226 - CDBG-CV** Totals	Invoice Transactions 1		$300.00
	Department **21 - COMMUNITY DEVELOPMENT** Totals	Invoice Transactions 2		$450.00
	Fund 215 - CDBG FUND Totals	**Invoice Transactions 2**		**$450.00**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **250 - AFFORDABLE HOUSING FUND**				
Department **21 - COMMUNITY DEVELOPMENT**				
Business Unit **5465 - AFFORDABLE HOUSING**				
Account **62490 - OTHER PROGRAM COSTS**				
16209 - DENZIN SOLTANZADEH LLC	LIEN FORECLOSURE, GENERAL	07/27/2021	07/27/2021	629.00
	Account **62490 - OTHER PROGRAM COSTS** Totals	Invoice Transactions 1		$629.00
Account **63074 - SENIOR HOUSING STUDY EXPENSE**				
323855 - GOSS & ASSOCIATES, INC.	HANDYMAN PROGRAM SERVICES FOR SENIORS	07/27/2021	07/27/2021	1,718.31
	Account **63074 - SENIOR HOUSING STUDY EXPENSE** Totals	Invoice Transactions 1		$1,718.31
Account **63095 - HANDYMAN PROGRAM**				
323855 - GOSS & ASSOCIATES, INC.	HANDYMAN PROGRAM SERVICES FOR SENIORS	07/27/2021	07/27/2021	7,471.72
	Account **63095 - HANDYMAN PROGRAM** Totals	Invoice Transactions 1		$7,471.72
	Business Unit **5465 - AFFORDABLE HOUSING** Totals	Invoice Transactions 3		$9,819.03
	Department **21 - COMMUNITY DEVELOPMENT** Totals	Invoice Transactions 3		$9,819.03
	Fund 250 - AFFORDABLE HOUSING FUND Totals	**Invoice Transactions 3**		**$9,819.03**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **415 - CAPITAL IMPROVEMENTS FUND**				
Department **40 - PUBLIC WORKS AGENCY**				
Business Unit **4119 - 2019 GO BOND CAPITAL**				
Account **62145 - ENGINEERING SERVICES**				
171019 - CHRISTOPHER B. BURKE ENGINEERING, LTD.	OAKTON ST CORRIDOR STUDY	* 07/27/2021	07/27/2021	13,603.71
244419 - KIMLEY-HORN AND ASSOCIATES, INC.	GREENBAY RD CORRIDOR IMPROVEMENTS	* 07/27/2021	07/27/2021	2,863.27
	Account **62145 - ENGINEERING SERVICES** Totals	Invoice Transactions 2		$16,466.98
	Business Unit **4119 - 2019 GO BOND CAPITAL** Totals	Invoice Transactions 2		$16,466.98
Business Unit **4120 - 2020 GO BOND CAPITAL**				
Account **62145 - ENGINEERING SERVICES**				
171019 - CHRISTOPHER B. BURKE ENGINEERING, LTD.	HOWARD ST CORRIDOR IMPROVEMENTS	* 07/27/2021	07/27/2021	57,067.43
101683 - EPSTEIN & SONS INTL, INC.	CHICAGO AVE CORRIDOR IMPROVEMENTS PHASE I ENGINEERING SERVICES	* 07/27/2021	07/27/2021	9,422.29
104927 - STANLEY CONSULTANTS INC.	CONSTRUCTION ENGINEERING - CENTRAL ST BRIDGE	* 07/27/2021	07/27/2021	32,396.66
	Account **62145 - ENGINEERING SERVICES** Totals	Invoice Transactions 3		$98,886.38
	Business Unit **4120 - 2020 GO BOND CAPITAL** Totals	Invoice Transactions 3		$98,886.38
Business Unit **4121 - 2021 GO BOND CAPITAL**				
Account **65515 - OTHER IMPROVEMENTS**				
18274 - INSANE IMPACT, LLC	PORTABLE LED SCREEN	07/27/2021	07/27/2021	59,625.00
16583 - HACIENDA LANDSCAPING INC	MCCULLOCH PARK RENOVATIONS	07/27/2021	07/27/2021	191,438.82
	Account **65515 - OTHER IMPROVEMENTS** Totals	Invoice Transactions 2		$251,063.82
	Business Unit **4121 - 2021 GO BOND CAPITAL** Totals	Invoice Transactions 2		$251,063.82
Business Unit **4219 - NON-BOND CAPITAL**				
Account **53735 - CURB/SIDEWALK REPLACEMENT FEE**				
18406 - LEAH BURSTEIN	REFUND OF 50/50 SIDEWALK PAYMENT	07/27/2021	07/27/2021	266.65
	Account **53735 - CURB/SIDEWALK REPLACEMENT FEE** Totals	Invoice Transactions 1		$266.65
	Business Unit **4219 - NON-BOND CAPITAL** Totals	Invoice Transactions 1		$266.65
Business Unit **4319 - CIP CDBG FUNDS**				
Account **65515 - OTHER IMPROVEMENTS**				
100870 - CAPITOL CEMENT CO.	2020 CDBG IMPROVEMENTS & WASTE TRANSFER STATION	* 07/27/2021	07/27/2021	25,800.00
	Account **65515 - OTHER IMPROVEMENTS** Totals	Invoice Transactions 1		$25,800.00
	Business Unit **4319 - CIP CDBG Funds** Totals	Invoice Transactions 1		$25,800.00
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions 9		$392,483.83
	Fund 415 - CAPITAL IMPROVEMENTS FUND Totals	**Invoice Transactions 9**		**$392,483.83**

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**				
16678 - GREAT LAKES PLUMBING AND HEATING COMPANY	SOLE SOURCE HVAC MAINTENANCE SERVICES AT ROBERT CROWN	* 07/27/2021	07/27/2021	2,568.75
	Account **65515 - OTHER IMPROVEMENTS** Totals	Invoice Transactions 1		$2,568.75
	Business Unit **4160 - CROWN CONSTRUCTION PROJECT** Totals	Invoice Transactions 1		$2,568.75
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions 1		$2,568.75
	Fund 416 - CROWN CONSTRUCTION FUND Totals	**Invoice Transactions 1**		**$2,568.75**

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 **62431 - ARMORED CAR SERVICES**				
17306 - DAVIS BANCORP, INC.	ARMORED TRUCK SERVICES JUNE 2021	07/27/2021	07/27/2021	3,648.00
	Account **62431 - ARMORED CAR SERVICES** Totals	Invoice Transactions 1		$3,648.00
Account **64540 - TELECOMMUNICATIONS - WIRELESS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	18.95
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$18.95
Account **65515 - OTHER IMPROVEMENTS**				
10007 - B&H PHOTO VIDEO	MAPLE SELF PARK GARAGE SECURITY CAMERAS AND NVR	07/27/2021	07/27/2021	2,877.20
	Account **65515 - OTHER IMPROVEMENTS** Totals	Invoice Transactions 1		$2,877.20
	Business Unit **7005 - PARKING SYSTEM MGT** Totals	Invoice Transactions 3		$6,544.15
Business Unit **7015 - PARKING LOTS & METERS**				
Account **62230 - IMPROVEMENT MAINT SERVICE**				
203703 - FASTSIGNS LINCOLNWOOD	29 PARKING SIGNS-HOWARD ST	07/27/2021	07/27/2021	841.62
	Account **62230 - IMPROVEMENT MAINT SERVICE** Totals	Invoice Transactions 1		$841.62
Account **62347 - PARKING TAX PAYMENTS TO COUNTY**				
101215 - COOK COUNTY COLLECTOR	*PARKING TAXES JUNE 2021	07/27/2021	07/27/2021	549.51
	Account **62347 - PARKING TAX PAYMENTS TO COUNTY** Totals	Invoice Transactions 1		$549.51
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
101545 - DUNCAN PARKING TECHNOLOGIES, INC.	API CHARGE-SMARKING-JULY 2021	07/27/2021	07/27/2021	147.50
101545 - DUNCAN PARKING TECHNOLOGIES, INC.	AUTOTRAX FEES JULY 2021	07/27/2021	07/27/2021	1,843.75
10643 - PASSPORT PARKING, INC`	PERMIT SERVICE JUNE 2021	07/27/2021	07/27/2021	540.00
225904 - TOTAL PARKING SOLUTIONS, INC.	PAYBOX SERVICE CALL AND MATERIALS	07/27/2021	07/27/2021	480.00
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 4		$3,011.25
Account **62519 - PASSPORT MOBILE PARKING APP FEES**				
10643 - PASSPORT PARKING, INC`	MOBILE PAY JUNE 2021	07/27/2021	07/27/2021	19,142.20
	Account **62519 - PASSPORT MOBILE PARKING APP FEES** Totals	Invoice Transactions 1		$19,142.20
	Business Unit **7015 - PARKING LOTS & METERS** Totals	Invoice Transactions 7		$23,544.58
Business Unit **7025 - CHURCH STREET GARAGE**				
Account **62347 - PARKING TAX PAYMENTS TO COUNTY**				
101215 - COOK COUNTY COLLECTOR	*PARKING TAXES JUNE 2021	07/27/2021	07/27/2021	1,323.88
	Account **62347 - PARKING TAX PAYMENTS TO COUNTY** Totals	Invoice Transactions 1		$1,323.88
Account **62509 - SERVICE AGREEMENTS/ CONTRACTS**				
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-JUNE 2021	07/27/2021	07/27/2021	150.12
	Account **62509 - SERVICE AGREEMENTS/ CONTRACTS** Totals	Invoice Transactions 1		$150.12
	Business Unit **7025 - CHURCH STREET GARAGE** Totals	Invoice Transactions 2		$1,474.00
Business Unit **7036 - SHERMAN GARAGE**				
Account **62347 - PARKING TAX PAYMENTS TO COUNTY**				
101215 - COOK COUNTY COLLECTOR	*PARKING TAXES JUNE 2021	07/27/2021	07/27/2021	2,546.04
	Account **62347 - PARKING TAX PAYMENTS TO COUNTY** Totals	Invoice Transactions 1		$2,546.04
Account **62400 - CONTRACT SVC-PARKING GARAGE**				
215899 - MB EVANSTON SHERMAN, L.L.C.	SHERMAN GARAGE JANITORIAL SERVICES-JULY 2021	07/27/2021	07/27/2021	1,280.00
215899 - MB EVANSTON SHERMAN, L.L.C.	SHERMAN GARAGE JANITORIAL SERVICES-JUNE 2021	07/27/2021	07/27/2021	1,024.00
	Account **62400 - CONTRACT SVC-PARKING GARAGE** Totals	Invoice Transactions 2		$2,304.00
Account **62705 - BANK SERVICE CHARGES**				
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-JUNE 2021	07/27/2021	07/27/2021	424.38
	Account **62705 - BANK SERVICE CHARGES** Totals	Invoice Transactions 1		$424.38
	Business Unit **7036 - SHERMAN GARAGE** Totals	Invoice Transactions 4		$5,274.42
Business Unit **7037 - MAPLE GARAGE**				
Account **62347 - PARKING TAX PAYMENTS TO COUNTY**				
101215 - COOK COUNTY COLLECTOR	*PARKING TAXES JUNE 2021	07/27/2021	07/27/2021	922.02
	Account **62347 - PARKING TAX PAYMENTS TO COUNTY** Totals	Invoice Transactions 1		$922.02
Account **62705 - BANK SERVICE CHARGES**				
13583 - 3C PAYMENT (USA) CORP	CREDIT & DEBIT CARD PROCESSING FEES-JUNE 2021	07/27/2021	07/27/2021	183.84
	Account **62705 - BANK SERVICE CHARGES** Totals	Invoice Transactions 1		$183.84
Account **64015 - NATURAL GAS**				
103744 - NICOR	UTILITIES: NICOR	07/27/2021	07/27/2021	141.02
	Account **64015 - NATURAL GAS** Totals	Invoice Transactions 1		$141.02
	Business Unit **7037 - MAPLE GARAGE** Totals	Invoice Transactions 3		$1,246.88
	Department **19 - ADMINISTRATIVE SERVICES** Totals	Invoice Transactions 19		$38,084.03
	Fund 505 - PARKING SYSTEM FUND Totals	**Invoice Transactions 19**		**$38,084.03**

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 **62315 - POSTAGE**					
101832 - FEDERAL EXPRESS CORP.	SHIPPING		07/27/2021	07/27/2021	34.59
		Account **62315 - POSTAGE** Totals	Invoice Transactions	1	$34.59
Account **64540 - TELECOMMUNICATIONS - WIRELESS**					
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS		07/27/2021	07/27/2021	37.90
		Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions	1	$37.90
Account **65095 - OFFICE SUPPLIES**					
103883 - OFFICE DEPOT	OFFICE SUPPLIES		07/27/2021	07/27/2021	89.63
		Account **65095 - OFFICE SUPPLIES** Totals	Invoice Transactions	1	$89.63
		Business Unit **4200 - WATER PRODUCTION** Totals	Invoice Transactions	3	$162.12
Business Unit **4220 - FILTRATION**					
Account **62420 - MWRD FEES**					
103359 - METROPOLITAN WATER RECLAMATION DISTRICT	2021 ESTIMATED ANNUAL USER CHARGES		07/27/2021	07/27/2021	51,733.77
		Account **62420 - MWRD FEES** Totals	Invoice Transactions	1	$51,733.77
Account **65015 - CHEMICALS/ SALT**					
217862 - ALEXANDER CHEMICAL CORPORATION	LIQUID CHLORINE (PER SPEC)		07/27/2021	07/27/2021	3,512.00
		Account **65015 - CHEMICALS/ SALT** Totals	Invoice Transactions	1	$3,512.00
		Business Unit **4220 - FILTRATION** Totals	Invoice Transactions	2	$55,245.77
Business Unit **4225 - WATER OTHER OPERATIONS**					
Account **62185 - CONSULTING SERVICES**					
17270 - BACKFLOW SOLUTIONS, INC	2021 CROSS CONNECTION CONTROL MGMT PROGRAM YEAR 2		07/27/2021	07/27/2021	2,955.15
		Account **62185 - CONSULTING SERVICES** Totals	Invoice Transactions	1	$2,955.15
		Business Unit **4225 - WATER OTHER OPERATIONS** Totals	Invoice Transactions	1	$2,955.15
Business Unit **4230 - WATER CAPITAL OUTLAY**					
Account **65702 - WATER GENERAL PLANT**					
104465 - ROSEMOUNT INC	ROSEMOUNT PRESSURE TRANSMITTER & INTEGRAL MANIFOLD		07/27/2021	07/27/2021	15,418.67
		Account **65702 - WATER GENERAL PLANT** Totals	Invoice Transactions	1	$15,418.67
		Business Unit **4230 - WATER CAPITAL OUTLAY** Totals	Invoice Transactions	1	$15,418.67
Business Unit **4540 - DISTRIBUTION MAINTENANCE**					
Account **64540 - TELECOMMUNICATIONS - WIRELESS**					
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS		07/27/2021	07/27/2021	170.55
		Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions	1	$170.55
		Business Unit **4540 - DISTRIBUTION MAINTENANCE** Totals	Invoice Transactions	1	$170.55
		Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions	8	$73,952.26
		Fund 510 - WATER FUND Totals	**Invoice Transactions**	**8**	**$73,952.26**

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	* 07/27/2021	07/27/2021	24,560.59
	Account **62145 - ENGINEERING SERVICES** Totals	Invoice Transactions 1		$24,560.59
	Business Unit **7330 - WATER FUND DEP, IMP, EXT** Totals	Invoice Transactions 1		$24,560.59
	Department **71 - UTILITIES** Totals	Invoice Transactions 1		$24,560.59
	Fund 513 - WATER DEPR IMPRV &EXTENSION FUND Totals	**Invoice Transactions 1**		**$24,560.59**

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	07/27/2021	07/27/2021	78.60
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$78.60
	Business Unit **4530 - SEWER MAINTENANCE** Totals	Invoice Transactions 1		$78.60
Business Unit **4531 - SEWER OTHER OPERATIONS**				
Account **62461 - SEWER MAINTENANCE CONTRACTS**				
301861 - CHRISTY WEBBER & COMPANY	FY2021 RAIN GARDEN MAINTENANCE CONTRACT	07/27/2021	07/27/2021	2,063.75
	Account **62461 - SEWER MAINTENANCE CONTRACTS** Totals	Invoice Transactions 1		$2,063.75
	Business Unit **4531 - SEWER OTHER OPERATIONS** Totals	Invoice Transactions 1		$2,063.75
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions 2		$2,142.35
	Fund 515 - SEWER FUND Totals	**Invoice Transactions 2**		**$2,142.35**

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 **62390 - CONDOMINIUM REFUSE COLL**				
278136 - LAKESHORE RECYCLING SYSTEMS	FY2021 CONDOMINIUM REFUSE COLLECTIOM	07/27/2021	07/27/2021	36,848.00
	Account **62390 - CONDOMINIUM REFUSE COLL** Totals	Invoice Transactions	1	$36,848.00
Account **62405 - SWANCC DISPOSAL FEES**				
100496 - SOLID WASTE AGENCY NORTHERN COOK	FY2021 SWANCC DISPOSAL FESS	07/27/2021	07/27/2021	59,738.00
	Account **62405 - SWANCC DISPOSAL FEES** Totals	Invoice Transactions	1	$59,738.00
Account **62415 - RESIDENTIAL DEBRIS/REMOVAL CONTRACTUAL COSTS**				
102184 - GROOT RECYCLING & WASTE SERVICES	FY2021 RESIDENTIAL REFUSE COLLECTION	07/27/2021	07/27/2021	139,390.00
	Account **62415 - RESIDENTIAL DEBRIS/REMOVAL CONTRACTUAL COSTS** Totals	Invoice Transactions	1	$139,390.00
Account **62417 - YARD WASTE REMOVAL CONTRACTUAL COSTS**				
102184 - GROOT RECYCLING & WASTE SERVICES	FY2021 RESIDENTIAL YARD WASTE COLLECTION	07/27/2021	07/27/2021	81,064.40
	Account **62417 - YARD WASTE REMOVAL CONTRACTUAL COSTS** Totals	Invoice Transactions	1	$81,064.40
Account **65550 - AUTOMOTIVE EQUIPMENT**				
243021 - R.N.O.W., INC.	SOLE SOURCE PURCHASE PERKINS SATELLITE LIFTER SYSTEM	07/27/2021	07/27/2021	24,988.25
243021 - R.N.O.W., INC.	BRIGADE 360 VEHICLE CAMERA PURCHASE	07/27/2021	07/27/2021	5,966.30
	Account **65550 - AUTOMOTIVE EQUIPMENT** Totals	Invoice Transactions	2	$30,954.55
Account **65625 - FURNITURE & FIXTURES**				
107037 - GLOBAL EQUIPMENT COMPANY	SOLE SOURCE PURCHASE FANCY CANS	07/27/2021	07/27/2021	1,945.24
107037 - GLOBAL EQUIPMENT COMPANY	SOLE SOURCE PURCHASE FANCY CANS	07/27/2021	07/27/2021	4,376.79
107037 - GLOBAL EQUIPMENT COMPANY	SOLE SOURCE PURCHASE FANCY CANS	07/27/2021	07/27/2021	6,808.34
16229 - POYNETTE IRON WORKS, LLC	1 YARD DUMPSTER	07/27/2021	07/27/2021	2,261.00
	Account **65625 - FURNITURE & FIXTURES** Totals	Invoice Transactions	4	$15,391.37
	Business Unit **4310 - RECYCLING AND ENVIRONMENTAL MAIN** Totals	Invoice Transactions	10	$363,386.32
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions	10	$363,386.32
	Fund 520 - SOLID WASTE FUND Totals	**Invoice Transactions**	**10**	**$363,386.32**

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**				
103795 - NORTH SHORE TOWING	TOW PD VEHICLE 44	07/27/2021	07/27/2021	95.00
103795 - NORTH SHORE TOWING	TOW FOR STREETS VEHICLE 623	07/27/2021	07/27/2021	350.00
103795 - NORTH SHORE TOWING	TOW FOR REM VEHICLE 742	07/27/2021	07/27/2021	350.00
	Account **62240 - AUTOMOTIVE EQMP MAINT** Totals	Invoice Transactions 3		$795.00
Account **64540 - TELECOMMUNICATIONS - WIRELESS**				
14093 - VERIZON NETWORKFLEET, INC.	AVL TRACKERS	07/27/2021	07/27/2021	500.10
	Account **64540 - TELECOMMUNICATIONS - WIRELESS** Totals	Invoice Transactions 1		$500.10
Account **65035 - PETROLEUM PRODUCTS**				
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE	07/27/2021	07/27/2021	13,517.91
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE	07/27/2021	07/27/2021	8,171.16
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE	07/27/2021	07/27/2021	13,520.61
17511 - AL WARREN OIL COMPANY, INC.	FUEL PURCHASE	07/27/2021	07/27/2021	8,171.16
102805 - KELLER HEARTT CO, INC.	BULK HYDRAULIC FLUID	07/27/2021	07/27/2021	3,228.75
	Account **65035 - PETROLEUM PRODUCTS** Totals	Invoice Transactions 5		$46,609.59
Account **65040 - JANITORIAL SUPPLIES**				
105688 - ZARNOTH BRUSH WORKS, INC.	STOCK SWEEPERS	07/27/2021	07/27/2021	2,084.00
	Account **65040 - JANITORIAL SUPPLIES** Totals	Invoice Transactions 1		$2,084.00
Account **65060 - MATER. TO MAINT. AUTOS**				
15228 - ADVANCE AUTO PARTS	HEATING/COOLING SYSTEM WATER VEHICLE 910	07/27/2021	07/27/2021	11.38
15228 - ADVANCE AUTO PARTS	SHOP SUPPLIES	07/27/2021	07/27/2021	23.00
299298 - ADVANCED PROCLEAN INC.	MULTIPLE VEHICLE WASHES	07/27/2021	07/27/2021	1,123.60
104011 - ALTORFER INDUSTRIES, INC.	CUTTING EDGE FOR GREENWAYS VEHICLE 552	07/27/2021	07/27/2021	245.59
104011 - ALTORFER INDUSTRIES, INC.	PARTS AND LABOR NEEDED TO REPAIR STREETS VEHICLE #683	07/27/2021	07/27/2021	5,528.48
104011 - ALTORFER INDUSTRIES, INC.	HYDRAULIC SYSTEM STREETS VEHICLE 608	07/27/2021	07/27/2021	954.49
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	ARROW BOARD STREETS VEHICLE 610	07/27/2021	07/27/2021	82.19
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	RETURN CREDIT	07/27/2021	07/27/2021	(51.93)
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	FUEL SYSTEM LIBRARY VEHICLE 192	07/27/2021	07/27/2021	169.83
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FILTERS	07/27/2021	07/27/2021	27.56
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FILTERS	07/27/2021	07/27/2021	27.76
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	FUEL SYSTEM LIBRARY VEHICLE 192	07/27/2021	07/27/2021	141.09
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	175.27
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	453.72
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	FRONT SUSPENSION HHS VEHICLE 202	07/27/2021	07/27/2021	213.40
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	DRIVE SYSTEM HHS VEHICLE 202	07/27/2021	07/27/2021	78.98
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	222.00
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	22.16
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	SHOP SUPPLIES	07/27/2021	07/27/2021	47.94
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	672.46
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	68.32
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	A/C HEATING TRAFFIC OPS VEHICLE 159	07/27/2021	07/27/2021	77.12
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	260.31
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	24.94
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	BRAKES FOR FFM VEHICLE 250	07/27/2021	07/27/2021	342.35
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	283.16
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	RETURN CREDIT	07/27/2021	07/27/2021	(145.74)
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	HEATING AND COOLING FOR WATER VEHICLE 910	07/27/2021	07/27/2021	20.28
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	31.86
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	MIRROR FOR HHS VEHICLE 444	07/27/2021	07/27/2021	80.59
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	12.29
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK AIR FILTERS REM SWEEPERS	07/27/2021	07/27/2021	193.65
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	STOCK FOR FLEET	07/27/2021	07/27/2021	47.76
322967 - APC STORES, INC., DBA BUMPER TO BUMPER	PM'S WATER VEHICLE 921	07/27/2021	07/27/2021	42.55
100412 - ATLAS BOBCAT, INC.	WINDOW FOR VEHICLE	07/27/2021	07/27/2021	602.90
100412 - ATLAS BOBCAT, INC.	AUTOMOBILE MAINTENANCE	07/27/2021	07/27/2021	97.83
100412 - ATLAS BOBCAT, INC.	AUTOMOBILE MAINTENANCE	07/27/2021	07/27/2021	596.74
272360 - ATLAS TOYOTA MATERIAL HANDLING	JOYSTICK CONTROL FFM VEHICLE 147	07/27/2021	07/27/2021	486.00
11432 - CHARGEPOINT	NEW MODEMS FOR ELEC VEHICLES	07/27/2021	07/27/2021	628.00
285052 - CHICAGO PARTS & SOUND, LLC	STOCK FOR FLEET	07/27/2021	07/27/2021	194.71
285052 - CHICAGO PARTS & SOUND, LLC	STOCK FOR FLEET	07/27/2021	07/27/2021	43.80
285052 - CHICAGO PARTS & SOUND, LLC	STOCK FILTERS	07/27/2021	07/27/2021	106.72
285052 - CHICAGO PARTS & SOUND, LLC	STOCK FOR FLEET	07/27/2021	07/27/2021	538.69
101081 - CITY WELDING SALES & SERVICE INC.	TANK RENTAL	07/27/2021	07/27/2021	93.96
101300 - CUMBERLAND SERVICENTER	PM'S AND CHECK ENGINE REM VEHICLE 714	07/27/2021	07/27/2021	915.64
101300 - CUMBERLAND SERVICENTER	DASH/GAUGES FOR REM VEHICLE 720	07/27/2021	07/27/2021	1,378.38
101300 - CUMBERLAND SERVICENTER	POWER SYSTEM FOR REM VEHICLE 712	07/27/2021	07/27/2021	757.67
101511 - DOUGLAS TRUCK PARTS	STOCK HYDRAULIC LINE	07/27/2021	07/27/2021	2,062.50
101511 - DOUGLAS TRUCK PARTS	STOCK FOR FLEET	07/27/2021	07/27/2021	325.50
101511 - DOUGLAS TRUCK PARTS	SHOP SUPPLIES	07/27/2021	07/27/2021	147.00
107216 - DRIVE TRAIN SERVICE & COMPONENTS INC.	HYDRALICS FOR REM VEHICLE 723	07/27/2021	07/27/2021	920.76
120361 - EJ EQUIPMENT	PARTS AND LABOR NEEDED TO REPAIR STREETS VEHICLE #627	07/27/2021	07/27/2021	7,828.99
120361 - EJ EQUIPMENT	PARTS AND LABOR NEEDED TO REPAIR STREETS VEHICLE #636	07/27/2021	07/27/2021	9,306.94
102097 - GOLDEN WEST INDUSTRIAL SUPPLY	SHOP TOOLS	07/27/2021	07/27/2021	786.57
227800 - GOLF MILL FORD	SEATBELT FOR FORESTRY VEHICLE 815	07/27/2021	07/27/2021	44.54
227800 - GOLF MILL FORD	DRIVERSIDE MIRROR FOR PD VEHICLE 47	07/27/2021	07/27/2021	211.13
227800 - GOLF MILL FORD	PARKING BRAKE CABLE FOR STREETS VEHICLE 637	07/27/2021	07/27/2021	42.38
227800 - GOLF MILL FORD	BATTERY FOR FIRE VEHICLE BAT21	07/27/2021	07/27/2021	202.32
227800 - GOLF MILL FORD	CABIN FILTER FIRE VEHICLE B21	07/27/2021	07/27/2021	20.97
227800 - GOLF MILL FORD	FUEL SYSTEM FOR GREENWAYS VEHICLE 527	07/27/2021	07/27/2021	8.13
227800 - GOLF MILL FORD	SHOP SUPPLIES	07/27/2021	07/27/2021	4.47
227800 - GOLF MILL FORD	CORE RETURN FOR FIRE VEHICLE BAT-21	07/27/2021	07/27/2021	(16.00)
227800 - GOLF MILL FORD	COMMUNICATION CHARGES JULY 21	07/27/2021	07/27/2021	8.13
227800 - GOLF MILL FORD	BRAKES FOR FFM VEHICLE 470	07/27/2021	07/27/2021	405.27
227800 - GOLF MILL FORD	A/C REPAIR PWA VEHICLE 662	07/27/2021	07/27/2021	85.38
227800 - GOLF MILL FORD	A/C PARKING VEHICLE 118	07/27/2021	07/27/2021	47.47
227800 - GOLF MILL FORD	MIRROR PAW VEHICLE 201	07/27/2021	07/27/2021	53.12
227800 - GOLF MILL FORD	STOCK FOR FLEET	07/27/2021	07/27/2021	318.44
227800 - GOLF MILL FORD	DEF FOR REM VEHICLE 702	07/27/2021	07/27/2021	79.10
227800 - GOLF MILL FORD	TRANSMISSION FOR REM VEHICLE 702	07/27/2021	07/27/2021	84.20
227800 - GOLF MILL FORD	EGN REBUILD STREETS VEHICLE 601	07/27/2021	07/27/2021	1,362.05
227800 - GOLF MILL FORD	MULTIPLE REPAIRS FOR STREETS VEHICLE 601	07/27/2021	07/27/2021	358.44
227800 - GOLF MILL FORD	TRANS PAN SCREWS FOR REM VEHICLE 702	07/27/2021	07/27/2021	33.25
227800 - GOLF MILL FORD	DEF SYSTEM STREETS VEHICLE 601	07/27/2021	07/27/2021	440.36
227800 - GOLF MILL FORD	VEHICLE 63 RETURNS	07/27/2021	07/27/2021	(64.78)
227800 - GOLF MILL FORD	STOCK FOR FLEET	07/27/2021	07/27/2021	304.80
227800 - GOLF MILL FORD	DEF SYSTEM FOR REM VEHICLE 702	07/27/2021	07/27/2021	796.99
227800 - GOLF MILL FORD	BRAKES FOR TRAFFIC 159	07/27/2021	07/27/2021	722.85
227800 - GOLF MILL FORD	MIRRORS FOR STREETS VEHICLE 601	07/27/2021	07/27/2021	493.36
227800 - GOLF MILL FORD	MIRROR FOR PD VEHICLE 41	07/27/2021	07/27/2021	69.57
227800 - GOLF MILL FORD	DEF FOR REM VEHICLE 702	07/27/2021	07/27/2021	905.12
227800 - GOLF MILL FORD	FUEL SYSTEM REM VEHICLE 702	07/27/2021	07/27/2021	54.66
227800 - GOLF MILL FORD	MIRROR FOR PD VEHICLE 41	07/27/2021	07/27/2021	220.92
227800 - GOLF MILL FORD	AIR SYSTEM FOR TRAFFIC VEHICLE 159	07/27/2021	07/27/2021	16.27
227800 - GOLF MILL FORD	BRAKES FOR TRAFFIC OPS VEHICLE 164	07/27/2021	07/27/2021	67.08
227800 - GOLF MILL FORD	POWER SYSTEM FOR PPD VEHICLE 63	07/27/2021	07/27/2021	104.55

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
227800 - GOLF MILL FORD	RETURN FOR TRAFFIC VEHICLE 159	07/27/2021	07/27/2021	(48.11)
227800 - GOLF MILL FORD	RETURN CREDIT	07/27/2021	07/27/2021	(100.00)
227800 - GOLF MILL FORD	DEF SYSTEM REM VEHICLE 702	07/27/2021	07/27/2021	(736.67)
102191 - GROVER WELDING COMPANY	TAILGATE/HOPPER SEAL	07/27/2021	07/27/2021	1,047.58
122397 - HERITAGE CRYSTAL CLEAN	CODING SYSTEMS FOR MULTIPLE VEHICLES	07/27/2021	07/27/2021	609.01
16406 - IMPERIAL SUPPLIES, LLC	SHOP SUPPLIES	07/27/2021	07/27/2021	427.16
16406 - IMPERIAL SUPPLIES, LLC	SHOP SUPPLIES	07/27/2021	07/27/2021	430.74
16406 - IMPERIAL SUPPLIES, LLC	SHIPPING PROGRAM	07/27/2021	07/27/2021	79.00
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	STOCK FOR FLEET	07/27/2021	07/27/2021	642.36
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	STOCK BATTERIES	07/27/2021	07/27/2021	316.32
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	STOCK BATTERIES	07/27/2021	07/27/2021	341.02
102614 - INTERSTATE BATTERY OF NORTHERN CHICAGO	STOCK FOR FLEET	07/27/2021	07/27/2021	642.36
102771 - K M INTERNATIONAL	THERMOSTAT/IGNITOR STREETS VEHICLE 630	07/27/2021	07/27/2021	356.72
107460 - LAKE SHORE HARLEY DAVIDSON	REPAIRS FOR PD HARLEY DAVIDSON	07/27/2021	07/27/2021	731.19
102994 - LEACH ENTERPRISES, INC.	STOCK FOR FLEET	07/27/2021	07/27/2021	251.00
102994 - LEACH ENTERPRISES, INC.	DUMP TAILGATE RELEASE WATER VEHICLE 923	07/27/2021	07/27/2021	109.42
102994 - LEACH ENTERPRISES, INC.	BRAKES FOR REM VEHICLE 714	07/27/2021	07/27/2021	388.40
102994 - LEACH ENTERPRISES, INC.	TAILGATE LOCK FOR WATER VEHICLE 923	07/27/2021	07/27/2021	42.15
102994 - LEACH ENTERPRISES, INC.	STOCK FOR FLEET	07/27/2021	07/27/2021	42.15
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	PARTS NEEDED TO REPAIR EFD E-24	07/27/2021	07/27/2021	4,181.74
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	WINDOW REGULATOR EFD VEHICLE T-23	07/27/2021	07/27/2021	394.03
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	TRANS-SHIFTER FOR FIRE 311R-A2021	07/27/2021	07/27/2021	280.23
105080 - MACQUEEN EQUIPMENT DBA MACQUEEN EMERGENCY GROUP	ANNUAL LADDER INSPECTION ON EFD TILLER T-22	07/27/2021	07/27/2021	6,357.12
322710 - MID-TOWN PETROLEUM ACQUISITION LLC DBA:	DEF FLUID FOR MULTIPLE VEHICLES	07/27/2021	07/27/2021	324.41
14829 - MOBILITYWORKS	ADA CHAIRLIFT FOR PRCS VEHICLE 420	07/27/2021	07/27/2021	1,373.97
14830 - MOBILITYWORKS	DOOR FOR PRCS VEHICLE 449	07/27/2021	07/27/2021	816.23
103795 - NORTH SHORE TOWING	TOW FOR REM VEHICLE 712	07/27/2021	07/27/2021	320.00
103795 - NORTH SHORE TOWING	TOW FOR TRAFFIC OPS VEHICLE 158	07/27/2021	07/27/2021	175.00
252920 - ORLANDO AUTO TOP	DRIVER SEAT FOR FIRE VEHICLE E-24	07/27/2021	07/27/2021	210.00
252920 - ORLANDO AUTO TOP	REBUILD OF SEAT FOR PD VEHICLE 57	07/27/2021	07/27/2021	675.00
11319 - RAYES BOILER & WELDING, LTD	WELDING FOR STREETS VEHICLE 623	07/27/2021	07/27/2021	984.00
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	COOLING SYSTEM PRCS VEHICLE 450	07/27/2021	07/27/2021	668.90
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	SAFETY BELT WATER VEHICLE 919	07/27/2021	07/27/2021	175.00
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	PARTS NEEDED TO REPAIR WATER VEHICLE 919	07/27/2021	07/27/2021	3,096.90
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	PARTS NEEDED TO REPAIR WATER VEHICLE 919	07/27/2021	07/27/2021	4,200.00
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	RETURN CREDIT FOR WATER VEHICLE 919	07/27/2021	07/27/2021	(1,330.00)
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	STOCK FOR FLEET	07/27/2021	07/27/2021	225.28
324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC	CORE RETURN WATER VEHICLE 919	07/27/2021	07/27/2021	(798.00)
104509 - RUSSO POWER EQUIPMENT	MANUALS FOR GREENWAYS VEHICLE 509	07/27/2021	07/27/2021	169.98
104918 - STANDARD EQUIPMENT COMPANY	HOSE REPLACEMENT PARTS WATER VEHICLE 925	07/27/2021	07/27/2021	1,884.35
104918 - STANDARD EQUIPMENT COMPANY	BELT ISSUES FOR REM VEHICLE 743	07/27/2021	07/27/2021	559.36
186754 - TRIANGLE RADIATOR	RADIATOR REBILD FOR REM SWEEPER	07/27/2021	07/27/2021	390.00
106333 - WEST SIDE TRACTOR SALES	OIL FOR STREETS VEHICLE 685	07/27/2021	07/27/2021	40.92
106333 - WEST SIDE TRACTOR SALES	COOLING SYSTEM GREENWAYS VEHICLE 550	07/27/2021	07/27/2021	102.43
106333 - WEST SIDE TRACTOR SALES	COOLING SYSTEM FOR GREENWAYS VEHICLE 550	07/27/2021	07/27/2021	44.93
106333 - WEST SIDE TRACTOR SALES	MIRROR FOR STREETS VEHICLE 685	07/27/2021	07/27/2021	157.15
106333 - WEST SIDE TRACTOR SALES	COOLING SYSTEM FOR GREENWAYS VEHICLE 550	07/27/2021	07/27/2021	25.98
106333 - WEST SIDE TRACTOR SALES	BUCKET BLADE FOR STREETS VEHICLE 659	07/27/2021	07/27/2021	1,380.58
105553 - WHOLESALE DIRECT INC	STOCK FOR PD	07/27/2021	07/27/2021	276.67
108472 - WILMETTE TRUCK & BUS SALES & SERVICE	SAFETY LANE INSPECTIONS MULTIPLE VEHICLES	07/27/2021	07/27/2021	584.50
	Account **65060 - MATER. TO MAINT. AUTOS** Totals	Invoice Transactions	136	$80,330.71
Account **65065 - TIRES & TUBES**				
103795 - NORTH SHORE TOWING	TIRE CHANGE FOR PARKING VEHICLE 110	07/27/2021	07/27/2021	50.00
103795 - NORTH SHORE TOWING	FLAT TIRE REPAIR PD VEHICLE 10	07/27/2021	07/27/2021	75.00
103795 - NORTH SHORE TOWING	FLAT REPAIR PD VEHICLE 67	07/27/2021	07/27/2021	50.00
103795 - NORTH SHORE TOWING	FLAT REPAIR FOR PD VEHICLE 63	07/27/2021	07/27/2021	50.00
245860 - WENTWORTH TIRE SERVICE	TIRE MOUNT AND DIMOUNT EFD/STREETS T-23 AND 623	07/27/2021	07/27/2021	380.00
245860 - WENTWORTH TIRE SERVICE	TIRES FOR GREENWAYS FOR VEHICLES 530 AND 531	07/27/2021	07/27/2021	845.56
245860 - WENTWORTH TIRE SERVICE	MOUNT/DISMOUNT GREENWAYS AND REM 550 AND 725	07/27/2021	07/27/2021	212.00
245860 - WENTWORTH TIRE SERVICE	TIRE REPAIR FOR WATER VEHICLE 956	07/27/2021	07/27/2021	488.84
245860 - WENTWORTH TIRE SERVICE	TIRE REPIAR FOR GREENWAYS VEHICLE 550	07/27/2021	07/27/2021	310.00
245860 - WENTWORTH TIRE SERVICE	TIRES FOR GREENWAYS VEHICLE 530 AND 531	07/27/2021	07/27/2021	448.72
245860 - WENTWORTH TIRE SERVICE	TIRE REPAIRS PWA VEHICLES 828 AND 956	07/27/2021	07/27/2021	267.00
245860 - WENTWORTH TIRE SERVICE	TIRES FOR REM VEHICLE 723	07/27/2021	07/27/2021	228.00
245860 - WENTWORTH TIRE SERVICE	STOCK FOR FLEET	07/27/2021	07/27/2021	615.96
245860 - WENTWORTH TIRE SERVICE	MOUNT AND DISMOUNT OF TIRES MULTIPLE VEHICLES	07/27/2021	07/27/2021	302.95
245860 - WENTWORTH TIRE SERVICE	STOCK TIRES	07/27/2021	07/27/2021	2,402.48
245860 - WENTWORTH TIRE SERVICE	MOUNT AND DISMOUNT REPAIRS VEHICLES 636 AND 722	07/27/2021	07/27/2021	379.00
245860 - WENTWORTH TIRE SERVICE	DISMOUNT OLD TIRES MULTIPLE VEHICLES	07/27/2021	07/27/2021	464.00
	Account **65065 - TIRES & TUBES** Totals	Invoice Transactions	17	$7,569.51
Account **65090 - SAFETY EQUIPMENT**				
101665 - NORTH SHORE ENH OMEGA	ELLIOTT RESPIRATORY CHECK	07/27/2021	07/27/2021	85.00
	Account **65090 - SAFETY EQUIPMENT** Totals	Invoice Transactions	1	$85.00
	Business Unit **7710 - FLEET MAINTENANCE** Totals	Invoice Transactions	164	$137,973.91
	Department **19 - ADMINISTRATIVE SERVICES** Totals	Invoice Transactions	164	$137,973.91
	Fund 600 - FLEET SERVICES FUND Totals	**Invoice Transactions**	**164**	**$137,973.91**

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**				
17487 - BROTHERS & THOMPSON, P.C.	LEGAL SERVICES - LOGAN	07/27/2021	07/27/2021	780.00
	Account **62130 - LEGAL SERVICES-GENERAL** Totals	Invoice Transactions 1		$780.00
	Business Unit **7800 - RISK MANAGEMENT** Totals	Invoice Transactions 1		$780.00
	Department **99 - NON-DEPARTMENTAL** Totals	Invoice Transactions 1		$780.00
	Fund **605 - INSURANCE FUND** Totals	Invoice Transactions 1		$780.00
*** = Prior Fiscal Year Activity**		**Invoice Transactions 536**		**$1,500,139.03**

Vendor	Invoice Description	G/L Date	Payment Date	Invoice Amount
Fund **100 - GENERAL FUND**				
Department **15 - CITY MANAGER'S OFFICE**				
Business Unit **1555 - FINANCIAL ADMINISTRATION**				
Account **62615 - INSURANCE PREMIUM**				
14118 - ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC.	RENEWAL PERMIUM - CITY CLERK	07/08/2021	07/08/2021	100.00
14118 - ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC.	RENEWAL PERMIUM- MAYOR	07/08/2021	07/08/2021	100.00
	Account **62615 - INSURANCE PREMIUM** Totals	Invoice Transactions 2		$200.00
	Business Unit **1555 - FINANCIAL ADMINISTRATION** Totals	Invoice Transactions 2		$200.00
Business Unit **1560 - REVENUE & COLLECTIONS**				
Account **65045 - LICENSING/REGULATORY SUPP**				
104647 - SECRETARY OF STATE	*SERVICE FEE-SOS DATA FOR WHEEL TAX	07/15/2021	07/15/2021	500.00
	Account **65045 - LICENSING/REGULATORY SUPP** Totals	Invoice Transactions 1		$500.00
	Business Unit **1560 - REVENUE & COLLECTIONS** Totals	Invoice Transactions 1		$500.00
	Department **15 - CITY MANAGER'S OFFICE** Totals	Invoice Transactions 3		$700.00
Department **19 - ADMINISTRATIVE SERVICES**				
Business Unit **1932 - INFORMATION TECHNOLOGY DIVI.**				
Account **62340 - IT COMPUTER SOFTWARE**				
155310 - CURRENT TECHNOLOGIES CORPORATION	*MILESTONE XPROTECT CARE PLUS SUPPORT RENEWAL 2021	07/15/2021	07/15/2021	23,522.39
	Account **62340 - IT COMPUTER SOFTWARE** Totals	Invoice Transactions 1		$23,522.39
	Business Unit **1932 - INFORMATION TECHNOLOGY DIVI.** Totals	Invoice Transactions 1		$23,522.39
	Department **19 - ADMINISTRATIVE SERVICES** Totals	Invoice Transactions 1		$23,522.39
Department **22 - POLICE**				
Business Unit **2251 - 311 CENTER**				
Account **64505 - TELECOMMUNICATIONS**				
149416 - AT & T	*COMMUNICATION CHARGES- MAY 21	07/15/2021	07/15/2021	1,256.39
	Account **64505 - TELECOMMUNICATIONS** Totals	Invoice Transactions 1		$1,256.39
	Business Unit **2251 - 311 CENTER** Totals	Invoice Transactions 1		$1,256.39
	Department **22 - POLICE** Totals	Invoice Transactions 1		$1,256.39
Department **30 - PARKS AND RECREATION**				
Business Unit **3720 - CULTURAL ARTS PROGRAMS**				
Account **62505 - INSTRUCTOR SERVICES**				
18342 - PHYNIX TOWN	*CAMP ART CLASS INSTRUCTION	07/15/2021	07/15/2021	1,000.00
	Account **62505 - INSTRUCTOR SERVICES** Totals	Invoice Transactions 1		$1,000.00
Account **62511 - ENTERTAIN/PERFORMER SERV**				
18417 - BAILEY DOYLE	*STAR LIGHT CONCERT PERFORMER	07/15/2021	07/15/2021	1,200.00
	Account **62511 - ENTERTAIN/PERFORMER SERV** Totals	Invoice Transactions 1		$1,200.00
	Business Unit **3720 - CULTURAL ARTS PROGRAMS** Totals	Invoice Transactions 2		$2,200.00
	Department **30 - PARKS AND RECREATION** Totals	Invoice Transactions 2		$2,200.00
	Fund 100 - GENERAL FUND Totals	**Invoice Transactions 5**		**$27,678.78**
Fund **250 - AFFORDABLE HOUSING FUND**				
Department **21 - COMMUNITY DEVELOPMENT**				
Business Unit **2129 - ESG-CV**				
Account **67110 - CONNECTIONS FOR THE HOMELESS**				
101187 - CONNECTIONS FOR THE HOMELESS	*ESG-CV GRANT REQUEST	07/15/2021	07/15/2021	48,380.83
	Account **67110 - CONNECTIONS FOR THE HOMELESS** Totals	Invoice Transactions 1		$48,380.83
	Business Unit **2129 - ESG-CV** Totals	Invoice Transactions 1		$48,380.83
	Department **21 - COMMUNITY DEVELOPMENT** Totals	Invoice Transactions 1		$48,380.83
	Fund 250 - AFFORDABLE HOUSING FUND Totals	**Invoice Transactions 1**		**$48,380.83**
Fund **510 - WATER FUND**				
Department **40 - PUBLIC WORKS AGENCY**				
Business Unit **4225 - WATER OTHER OPERATIONS**				
Account **62410 - LEAD SERVICE ABATEMENT**				
220797 - MARK RAEDLE	*LEAD SERVICE LINE ABATEMENT LOAN 2419	07/08/2021	07/08/2021	4,880.00
18404 - MARK SWORDS	*LEAD SERVICE LINE ABATEMENT LOAN 2417	07/08/2021	07/08/2021	5,460.00
18419 - STEVE BILEZIKJIAN	*LEAD SERVICE LINE ABATEMENT LOAN 2805	07/08/2021	07/08/2021	5,350.00
18455 - JENNIFER MUELLER	*LEAD SERVICE LINE ABATEMENT LOAN 838	07/15/2021	07/15/2021	15,200.00
	Account **62410 - LEAD SERVICE ABATEMENT** Totals	Invoice Transactions 4		$30,890.00
	Business Unit **4225 - WATER OTHER OPERATIONS** Totals	Invoice Transactions 4		$30,890.00
	Department **40 - PUBLIC WORKS AGENCY** Totals	Invoice Transactions 4		$30,890.00
	Fund 510 - WATER FUND Totals	**Invoice Transactions 4**		**$30,890.00**
Fund **513 - WATER DEPR IMPRV &EXTENSION FUND**				
Department **71 - UTILITIES**				
Business Unit **7330 - WATER FUND DEP, IMP, EXT**				
Account **65515 - OTHER IMPROVEMENTS**				
18453 - NICOLE KING	*LEAD SERVICE LINE ABATEMENT LOAN 2220	07/15/2021	07/15/2021	5,880.00
	Account **65515 - OTHER IMPROVEMENTS** Totals	Invoice Transactions 1		$5,880.00
	Business Unit **7330 - WATER FUND DEP, IMP, EXT** Totals	Invoice Transactions 1		$5,880.00
	Department **71 - UTILITIES** Totals	Invoice Transactions 1		$5,880.00
	Fund 513 - WATER DEPR IMPRV &EXTENSION FUND Totals	**Invoice Transactions 1**		**$5,880.00**
*** = Prior Fiscal Year Activity**		**Invoice Transactions 8**		**$112,829.61**

CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 07.27.2021 FY21

SUPPLEMENTAL LIST

ACH AND WIRE TRANSFERS

ACCOUNT NUMBER		SUPPLIER NAME	DESCRIPTION	AMOUNT
INSURANCE				
	VARIOUS	VARIOUS	CASUALTY LOSS	50.00
	VARIOUS	VARIOUS	WORKERS COMP	43,498.88
	VARIOUS	VARIOUS	WORKERS COMP	17,727.62
				61,276.50
SEWER				
	7579.68305	IEPA	LOAN DISBURSEMENT SEWER FUND	19,460.79
				19,460.79
				80,737.29
			Grand Total	**1,693,705.93**

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:	Christopher Venatta, Senior Project Manager
CC:	David Stoneback, Public Works Agency Director; Lara Biggs, City Engineer
Subject:	Approval of Contract Award with J.A. Johnson Paving Company for the 2021 Parking Lot and Park Improvements Project (Bid No. 21-18)
Date:	July 26, 2021

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute an agreement with J.A. Johnson Paving Company (1025 E. Addison Court, Arlington Heights, IL 60005) for the 2021 Parking Lot and Park Improvements Project (Bid No. 21-18) in the amount of $196,071.46.

Funding Source:
Funding is provided from the CIP Fund 2021 General Obligation Bonds (Account 415.40.4121.65515 – 520006), which has an approved FY 2021 budget of $60,000 and the Good Neighbor Fund (Account 415.40.4219.65515-52006), which has an approved FY 2021 budget of 150,000. A detailed funding summary is included in the memo below.

Council Action:
For Action

Summary:
The current walking path at Lovelace Park has multiple areas that see flooding through the entire width of the path during most rain events. These areas take multiple days to dry out and cause the path to become less usable to community members. The flooding also causes safety issues in the winter with the formation of ice on the path.

This project consists of regrading and repaving the northern portion of the path from the Clifford St. entrance to the southeast side of the pond; regrading the field on the northwest side of the park to allow proper pathway drainage; and adding a new drainage outfall to the pond.

Alternate 1, Poplar Avenue Parking Lot Improvements, is not recommended for award due to on-going lease agreement discussions with Union Pacific.

Analysis:
This bid was advertised on Demandstar and in the Pioneer Press. Bids for the project were received and publicly read on June 22, 2021. Four contractors submitted bids for this project as follows.

Contractor	Address	Total Bid Price
J.A. Johnson Paving	1025 E. Addison Ct. Arlington Heights, IL 60005	$196,071.46
Schroeder Asphalt Services	P.O. Box 831, Huntley, IL 60142	$207,234.06
Capitol Cement Company	6231 N. Pulaski Rd., Chicago, IL 60646	$287,408.00
Chicagoland Paving	225 Telser Rd., Lake Zurich, IL 60047	Non-Responsive

The submitted bids cannot be withdrawn or canceled for a period of sixty (60) calendar days following the bid opening. The bids were reviewed by Chris Venatta, Senior Project Manager. Attached is a bid tabulation showing the detailed bid results.

Staff recommends awarding the contract to the lowest responsive bidder J.A. Johnson Paving Company. J.A. Johnson Paving Company has completed various projects for the City, and staff has found their work to be satisfactory.

This project is not Local Employment Program (LEP) eligible due to the total contract value. The bid proposal indicated intent to partially meet the City's M/W/EBE program goal. A memo reviewing compliance with the City's M/W/EBE program goals is attached.

Detailed Funding:
A detailed funding breakdown is shown below:

Fund	Account	Available Funding	Contract Award
Good Neighbor Fund	415.40.4219.65515 – 520006	$150,000.00	$150,000.00
2021 GO Bond Fund	415.40.4121.65515 – 520006	$60,000.00	$46,071.46
Total		**$210,000.00**	**$196,071.46**

Attachments:
BID TAB 21-18
MWEBE Memo 2021 Parking Lot and Park Improvements Project

CITY OF EVANSTON
TABULATION OF BIDS FOR
2021 PARKING LOT AND PARK IMPROVEMENTS
BID NO: 21-18

DATE: June 22, 2021
TIME: 2:15 P.M.

APPROVED ENGINEER'S ESTIMATE

NAME AND ADDRESS OF BIDDERS

Capitol Cement Co., Inc.	Chicagoland Paving Contractors	J.A. Johnson Paving Co.	Schroeder Asphalt Services, Inc.
6231 North Pulaski Road	225 Telser Road	1025 E. Addison Court	P.O. Box 831
Chicago, IL 60646	Lake Zurich, IL 60047	Arlington Heights, IL 60005	Huntley, IL 60142

Lovelace Park Improvements

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TEMPORARY FENCE	FOOT	2,010	$4.00	$ 8,040.00	$10.00	$20,100.00			$5.00	$10,050.00	$4.00	$8,040.00
2	NON-SPECIAL WASTE DISPOSAL	CU YD	128	$50.00	$ 6,400.00	$69.00	$8,832.00			$60.00	$7,680.00	$60.00	$7,680.00
3	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	50	$50.00	$ 2,500.00	$69.00	$3,450.00			$50.00	$2,500.00	$60.00	$3,000.00
4	GEOTECHNICAL FABRIC FOR GROUND STBILIZATION	SQ YD	155	$10.00	$ 1,550.00	$5.00	$775.00			$1.50	$232.50	$3.00	$465.00
5	TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH	CU YD	428	$50.00	$ 21,400.00	$40.00	$17,120.00			$75.00	$32,100.00	$83.00	$35,524.00
6	GRADING AND SHAPING, SPECIAL	SQ YD	5,463	$2.00	$ 10,926.00	$10.00	$54,630.00			$1.50	$8,194.50	$8.00	$43,704.00
7	SEEDING	SQ YD	5,463	$10.00	$ 54,630.00	$5.00	$27,315.00			$4.50	$24,583.50	$2.20	$12,018.60
8	AGGREGATE BASE COURSE, TYPE B, VARIABLE DEPTH	CU YD	343	$35.00	$ 12,005.00	$45.00	$15,435.00			$30.00	$10,290.00	$15.50	$5,316.50
9	HOT MIX ASPHALT BINDER COURSE, IL 19.0, N50	TON	130	$150.00	$ 19,500.00	$225.00	$29,250.00			$115.00	$14,950.00	$154.00	$20,020.00
10	HOT MIX ASPHALT SURFACE COURSE, MIX 'D', N50	TON	130	$150.00	$ 19,500.00	$225.00	$29,250.00			$120.00	$15,600.00	$157.00	$20,410.00
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	696	$2.00	$ 1,392.00	$1.00	$696.00			$0.01	$6.96	$0.01	$6.96
12	PREPARATION OF BASE	SQ YD	1,473	$3.00	$ 4,419.00	$10.00	$14,730.00			$3.00	$4,419.00	$3.00	$4,419.00
13	PAVEMENT REMOVAL	SQ YD	1,473	$20.00	$ 29,460.00	$20.00	$29,460.00			$10.00	$14,730.00	$16.00	$23,568.00
14	STORM SEWER, PVC 8"	FOOT	27	$100.00	$ 2,700.00	$75.00	$2,025.00			$150.00	$4,050.00	$131.00	$3,537.00
15	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	$2,500.00	$ 2,500.00	$3,250.00	$3,250.00			$6,000.00	$6,000.00	$4,350.00	$4,350.00
16	MOBILIZATION	LSUM	1	$20,000.00	$ 20,000.00	$12,500.00	$12,500.00			$18,931.00	$18,931.00	$4,000.00	$4,000.00
17	STREET SWEEPING	EACH	3	$500.00	$ 1,500.00	$150.00	$450.00			$750.00	$2,250.00	$700.00	$2,100.00
18	CONSTRUCTION LAYOUT	LSUM	1	$10,000.00	$ 10,000.00	$12,500.00	$12,500.00			$10,000.00	$10,000.00	$2,400.00	$2,400.00
19	SEDIMENT CONTROL, SILT FENCE	FOOT	228	$2.00	$ 456.00	$5.00	$1,140.00			$5.50	$1,254.00	$6.25	$1,425.00
20	SOIL DISPOSAL ANALYSIS	EACH	1	$5,000.00	$ 5,000.00	$1,000.00	$1,000.00			$1,450.00	$1,450.00	$1,500.00	$1,500.00
21	SPECIAL WASTE PLANS AND REPORTS	LSUM	1	$5,000.00	$ 5,000.00	$1,000.00	$1,000.00			$2,800.00	$2,800.00	$1,500.00	$1,500.00
22	PIPE CONNECTION TO POND	EACH	1	$2,000.00	$ 2,000.00	$2,500.00	$2,500.00			$4,000.00	$4,000.00	$2,250.00	$2,250.00
TOTAL BID		**AS READ**			$240,878.00		$287,408.00		Non-Responsive		$196,071.46		$207,234.06
		AS CORRECTED					$287,408.00				$196,071.46		$207,234.06

CITY OF EVANSTON
TABULATION OF BIDS FOR
2021 PARKING LOT AND PARK IMPROVEMENTS
BID NO: 21-18

DATE: June 22, 2021
TIME: 2:15 P.M.

	APPROVED ENGINEER'S ESTIMATE	NAME AND ADDRESS OF BIDDERS			
		Capitol Cement Co., Inc. 6231 North Pulaski Road Chicago, IL 60646	Chicagoland Paving Contractors 225 Telser Road Lake Zurich, IL 60047	J.A. Johnson Paving Co. 1025 E. Addison Court Arlington Heights, IL 60005	Schroeder Asphalt Services, Inc. P.O. Box 831 Huntley, IL 60142

Alternate 1 - Poplar Avenue Improvements

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	EARTH EXCAVATION	CU YD	116	$55.00	$ 6,380.00	$50.00	$5,800.00			$25.00	$2,900.00	$60.00	$6,960.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	47	$10.00	$ 470.00	$5.00	$235.00			$1.50	$70.50	$3.00	$141.00
3	SODDING, SALT TOLERANT	SQ YD	100	$15.00	$ 1,500.00	$20.00	$2,000.00			$55.00	$5,500.00	$52.50	$5,250.00
4	INLET FILTERS	EACH	20	$300.00	$ 6,000.00	$150.00	$3,000.00			$135.00	$2,700.00	$1.40	$28.00
5	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	417	$10.00	$ 4,170.00	$6.00	$2,502.00			$5.50	$2,293.50	$7.75	$3,231.75
6	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	47	$20.00	$ 940.00	$8.00	$376.00			$15.00	$705.00	$15.50	$728.50
7	HOT MIX ASPHALT BINDER COURSE, IL 19.0, N50	TON	218	$125.00	$ 27,250.00	$187.20	$40,809.60			$121.00	$26,378.00	$98.00	$21,364.00
8	HOT MIX ASPHALT SURFACE COURSE, MIX 'D', N50	TON	322	$150.00	$ 48,300.00	$157.40	$50,682.80			$132.00	$42,504.00	$104.00	$33,488.00
9	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,718	$0.60	$ 1,030.80	$0.01	$17.18			$0.01	$17.18	$0.01	$17.18
10	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	35	$300.00	$ 10,500.00	$225.00	$7,875.00			$150.00	$5,250.00	$80.00	$2,800.00
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	21	$15.00	$ 315.00	$70.00	$1,470.00			$78.00	$1,638.00	$84.00	$1,764.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	5,532	$10.00	$ 55,320.00	$8.00	$44,256.00			$7.00	$38,724.00	$6.80	$37,617.60
13	DETECTABLE WARNINGS	SQ FT	139	$50.00	$ 6,950.00	$55.00	$7,645.00			$42.00	$5,838.00	$32.00	$4,448.00
14	HOT-MIX ASPHALT SURFACE REMOVAL- 2.5"	SQ YD	3,770	$8.00	$ 30,160.00	$12.00	$45,240.00			$2.00	$7,540.00	$5.00	$18,850.00
15	PAVEMENT REMOVAL	SQ YD	45	$20.00	$ 900.00	$35.00	$1,575.00			$10.00	$450.00	$16.00	$720.00
16	CURB REMOVAL	FOOT	90	$7.00	$ 630.00	$7.00	$630.00			$5.00	$450.00	$8.00	$720.00
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	241	$15.00	$ 3,615.00	$7.00	$1,687.00			$5.00	$1,205.00	$7.00	$1,687.00
18	SIDEWALK REMOVAL	SQ FT	2,746	$5.00	$ 13,730.00	$4.00	$10,984.00			$1.50	$4,119.00	$1.25	$3,432.50
19	BRICK PAVER REMOVAL	SQ FT	1,009	$5.00	$ 5,045.00	$4.00	$4,036.00			$2.00	$2,018.00	$3.00	$3,027.00
20	CLASS D PATCHES, SPECIAL, 9 INCH	SQ YD	685	$100.00	$ 68,500.00	$100.00	$68,500.00			$72.00	$49,320.00	$74.00	$50,690.00
21	CURB REMOVAL AND REPLACEMENT	FOOT	393	$45.00	$ 17,685.00	$47.00	$18,471.00			$45.00	$17,685.00	$40.00	$15,720.00
22	DEPRESSED CURB REMOVAL AND REPLACEMENT	FOOT	786	$50.00	$ 39,300.00	$45.00	$35,370.00			$42.00	$33,012.00	$40.00	$31,440.00
23	CONCRETE CURB, TYPE B	FOOT	83	$33.00	$ 2,739.00	$35.00	$2,905.00			$37.00	$3,071.00	$42.00	$3,486.00
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	241	$35.00	$ 8,435.00	$35.00	$8,435.00			$42.00	$10,122.00	$32.00	$7,712.00
25	MOBILIZATION	LSUM	1	$20,000.00	$ 20,000.00	$15,000.00	$15,000.00			$20,000.00	$20,000.00	$5,000.00	$5,000.00
26	TRAFFIC CONTROL AND PROTECTION	LSUM	1	$5,000.00	$ 5,000.00	$15,000.00	$15,000.00			$10,915.70	$10,915.70	$7,350.00	$7,350.00
27	SIGN PANEL - TYPE 1	SQ FT	9	$50.00	$ 450.00	$55.00	$495.00			$30.00	$270.00	$140.00	$1,260.00
28	METAL POST - TYPE A	FOOT	83	$10.00	$ 830.00	$35.00	$2,905.00			$15.00	$1,245.00	$30.00	$2,490.00
29	THERMOPLASTIC PAVEMENT MARKING - LETTER AND SYMBOLS	SQ FT	22	$25.00	$ 550.00	$6.75	$148.50			$9.00	$198.00	$10.50	$231.00
30	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4,000	$5.00	$ 20,000.00	$1.45	$5,800.00			$1.35	$5,400.00	$1.20	$4,800.00
31	STREET SWEEPING	EACH	5	$500.00	$ 2,500.00	$150.00	$750.00			$750.00	$3,750.00	$700.00	$3,500.00
32	CONSTRUCTION LAYOUT	LSUM	1	$5,000.00	$ 5,000.00	$10,000.00	$10,000.00			$9,500.00	$9,500.00	$2,400.00	$2,400.00
33	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	EACH	2	$1,000.00	$ 2,000.00	$950.00	$1,900.00			$2,550.00	$5,100.00	$2,665.00	$5,330.00
34	BICYCLE RACKS	EACH	30	$400.00	$ 12,000.00	$500.00	$15,000.00			$440.00	$13,200.00	$400.00	$12,000.00
TOTAL BID	**AS READ**				$428,194.80		$431,500.08		Non-Responsive		$333,088.88		$299,683.53
	AS CORRECTED						$431,500.08				$333,088.88		$299,683.53

Memorandum

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

From: Tammi Nunez, Purchasing Manager

Subject: 2021 Parking Lot and Park Improvements Project, Bid 21-18

Date: July 26, 2021

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the 2021 Parking Lot and Park Improvements Project, J.A. Johnson Paving Company total base bid is $196,071.46 and they will receive 37% credit for compliance towards the M/W/EBE goal.

Name of M/W/EBE	Scope of Work	Contract Amount	%	MBE	WBE	EBE
Sincere Landscaping 405 E. Calhoun Street Woodstock, IL 60098	Landscaping	$73,167.00	37%	X		
Total M/W/EBE		**$73,167.00**	**37%**			

CC: Hitesh Desai, Chief Financial Officer

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Anil Khatkhate, ADA/CIP Project Manager
CC:	David Stoneback - Public Works Agency Director; Lara Biggs - City Engineer, Stefanie Levine - Senior Project Manager
Subject:	Approval of Contract with Garland/DBS Inc. for the 2021 Citywide Roof Assessments of Various City Facilities
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for Citywide Roof Assessments of Various City Facilities with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $39,087.00.

Funding Source:
Funding will be provided from the Capital Improvement Fund 2021 General Obligation Bond in the amount of $33,867, and from the Water Fund in the amount of $5,220. Detailed funding information is available in the attached memorandum.

Council Action:
For Action

Summary:
The City owns and maintains an extensive variety of facilities within the City limits. Building function and size vary widely and include everything from large civic structures, operations buildings, life safety facilities, and public parking garages to small park field houses and purchased storefronts for future development. Proper maintenance of building envelopes is critical to ensuring the long-term function and safety of these facilities. In order to assess envelope condition and plan for needed capital improvements, the City conducts roof assessments of its buildings every five years. The most recent assessment was conducted in 2016.

The City has successfully used Sourcewell, a public purchasing cooperative program, for a number of envelope repair projects over the past 8 years. Garland/DBS Inc. is the selected contractor for roofing and tuckpointing improvements under this program. Garland/DBS Inc.

was selected through a competitive Request for Proposal process in 2019 in Racine County, Wisconsin for a nationwide, five-year contract with a five-year extension.

Garland/DBS Inc. was asked to provide pricing for the following scope of work for all City facilities except the Civic Center, Civic Center boiler building, facilities that have been either repaired or constructed within the last 12 months, and facilities that are planned for repairs this year:

- Evaluate roof conditions including gutters and downspouts and take core samples where necessary.
- Perform infrared thermal imaging on all roof systems. Prepare thermal imaging maps locating potentially damaged roofing materials.
- Provide analysis and a detailed report for each facility.
- Provide repair, maintenance, and replacement recommendations for each facility.
- Provide detailed cost estimates for each facility.
- Provide suggested prioritization of needed improvements to help guide the City in developing a long-term capital plan.

On May 6, 2021, staff received a proposal from Garland/DBS Inc. to perform this work in the amount of $39,087.00. Staff has worked with Garland/DBS Inc. on multiple roof repair projects over the past five years with successful results and feels confident in their understanding of City facilities and in their expertise in roofing systems. Therefore, staff therefore recommends approval of this contract with Garland/DBS Inc. for a total cost of $39,087.00.

Due to the technical nature of this assignment, all work will be performed by Garland's own workforce. As a result, Garland/DBS Inc. will not meet the City's M/W/EBE participation goal and is requesting a waiver (see attached M/W/EBE memo).

Detailed Funding Analysis:
A detailed funding breakdown is as follows:

Funding Source	Account	FY2021 Budget Remaining	Project Cost
2021 G.O. Bonds	415.40.4121.65515 - 621003	$60,000	$33,867
Water Fund	513.71.7330.65515 - 621003	$30,000	$ 5,220
Total			**$39,087**

Attachments:
Garland DBS Proposal
Garland MWEBE Waiver

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING SERVICES PROPOSAL

Building Assessments
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Proposal Date: 05/06/2021
Proposal #: 50-IL-210022

Purchase Request / Delivery Order Language: Garland/DBS, Inc.

Roof Assessments:

1. Take photos and provide descriptions of current conditions to outline the overall status of each building listed below.
2. Evaluate roof conditions including gutters and downspouts and take core samples where necessary.
3. Perform infrared thermal imaging on all roof systems. Prepare thermal imaging maps locating potentially damaged roofing materials.
4. Provide analysis and a detailed report for each facility.
5. Provide repair, maintenance and replacement recommendations of each facility.
6. Provide detailed cost estimate for each facility.
7. Provide suggested prioritization of needed improvements to help guide the City in developing a long-term capital plan.

Total Not To Exceed Cost to Grading, Core Cuts and Photos:	**$17,539.00**

IR Roof Scans:

The Infrared process is a non-destructive method of testing for wet insulation in your roof system. Our certified Level 2 Thermographer will scan each roof section, indicate with marking paint which areas had a positive reading, and put together a detailed report with photos and drawing of each building listed below.

Total Not To Exceed Cost to IR Scans of 30 Flat Roofs:	**$17,235.00**
Total Not To Exceed Cost to IR Scans of 10 Pitched Roofs:	**$ 4,313.00**

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

Price Summary:

Total Not To Exceed Cost to Grading, Core Cuts and Photos:	**$17,539.00**
Total Not To Exceed Cost to IR Scans of 29 Flat Roofs:	**$12,015.00**
Total Not To Exceed Cost to IR Scan Evanston Water Utilities:	**$ 5,220.00**
Total Not To Exceed Cost to IR Scan of 10 Pitched Roofs:	**$ 4,313.00**

Total Cost As Requested For Evanston Roof Assessments:	**$39,087.00**

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

BUILDING NAME	BUILDING LOCATION	YEAR BUILT	SQFT
MUNICIPAL SERVICE CENTER	2020 ASBURY	1981	59,270
LEVY SENIOR CENTER	300 DODGE	2002	30,000
CHANDLER-NEWBERGER	1028 CENTRAL	1980'S	12,875
FLEETWOOD -JOURDAIN COMM	1655 FOSTER	1960'S	25,300
ECOLOGY CENTER	2024 MCCORMICK	1973	6,950
FIRE # 1	1332 EMERSON	1996	9,000
FIRE # 2	702 MADISON	1954	7,400
FIRE # 3	1105 CENTRAL	2004	10,100
FIRE # 5	2830 CENTRAL	2008	8,700
FIRE/POLICE HEADQUARTERS	909 LAKE/1454 ELMWOOD	1949	23,412
GREENWOOD BEACH	1401 SHERIDAN	1950'S	1,100
LEE STREET BEACH	1111 LAKE SHORE	1950'S	1,100
ACKERMAN PARK	CENTRAL & MCDANIEL	1950'S	800
BAKER PARK	KEENEY & FOREST	1950'S	1,100
BENT PARK	HARRISON & HASTINGS	1950'S	750
JAMES PARK SHELTER	2200 OAKTON	1998	3,550
LEAHY PARK	1100 LINCOLN	N/A	900
MASON PARK	1600 CHURCH	1965	3,380
CLARK STREET BEACH	1811 SHERIDAN	2009	6,048
DEMPSTER BEACH	1251 LAKE SHORE	1950'S	5,000
LAGOON BUILDING	1631 SHERIDAN	1930'S	1,300
LIGHTHOUSE FOGHORN HOUSE N	2535 SHERIDAN	1920	1,200
LIGHTHOUSE FOGHORN HOUSE S	2535 SHERIDAN	1920	867
LIGHTHOUSE LANDING	2605 SHERIDAN	N/A	700
RECYCLING CENTER	2222 OAKTON	1990	15,000
HARLEY CLARK MANSION	2603 SHERIDAN	1920'S	9,257
HARLEY CLARK MANSION COACH	2603 SHERIDAN	1920'S	1,800
FORMER HOWARD ST OUTPOST	633 HOWARD	N/A	2,600
SHERMAN PLAZA GARAGE	1617 BENSON	2006	1,850
MAPLE AVE SELF PARK	1800 MAPLE	2001	1,300
PECKISH PIG	623 HOWARD	N/A	3,800
CARRIBEAN POSTAL	721-723 HOWARD	N/A	3,250
POP UP THEATER	727-729 HOWARD	N/A	4,100
EVANSTON WATER UTILITIES	555 LINCOLN ST	N/A	87,000
SALT DOME SERVICE CENTER			
NOYES CULTURAL ARTS CENTER			
ANIMAL SHELTER			
CHURCH STREET GARAGE			
MAIN LIBRARY			
NORTH BRANCH LIBRARY			
TOTAL SQ FT FOR ALL LOCATIONS			350,759

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

Clarifications/Exclusions:

1. Any work not exclusively described in the above proposal scope of work is excluded.

Pricing is valid for sixty (60) days from the date of this proposal.

Communication relating to this proposal may be directed to:

Jeff Kozak
3800 E 91st Street
Cleveland, OH 44105
Phone: 216-430-3518
Fax: 216-833-2055
jkozak@garlandind.com

END OF PROPOSAL

Memorandum

To: David Stoneback, Public Works Agency Director
Lara Biggs, Bureau Chief – City Engineer
Stefanie Levine, Senior Project Manager
Anil Khatkhate, Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: 2021 Citywide Roofs Assessment of Various City Facilities with Garland/ DBS, Inc.

Date: July 26, 2021

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. However, the 2021 Citywide Roofs Assessment of Various Facilities with Garland/ DBS, Inc. will be self-performing all work; and have requested a waiver of the MWEBE goal.

Cc: Hitesh Desai, Chief Financial Officer

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Tom Twigg, Traffic Operations Supervisor
CC:	David Stoneback, Public Works Agency Director; Edgar Cano, Public Service Bureau Chief
Subject:	Approval of an Agreement for a Sole-Source Purchase with Spring City Electrical Manufacturing for Tallmadge Street Light Poles
Date:	July 26, 2021

Recommended Action:
Staff recommends the City Council authorize the City Manager to approve the purchase of 11 Tallmadge street light poles and LED luminaire fixtures under the existing sole-source agreement with Spring City Electrical Manufacturing (One South Main Street, Spring City, PA, 19475) for a total cost of $48,785.00.

Funding Source:
Funding for this purchase will come from the Capital Improvement Program 2021 General Obligation Bond (Account No. 415.40.4121.65515 - 421018), which has a FY 2021 budget of $50,000 for street light replacements, all of which is remaining.

Council Action:
For Action

Summary:
On July 8, 2019, the Evanston City Council authorized the City Manager to execute a contract with Spring City to manufacture Evanston's historic Tallmadge street light poles to be equipped with LED fixtures. This award was based on staff's recommendation following the review of proposals submitted for RFP 19-16. The vendor was responsible to create a mold for the Tallmadge pole and submit a sample pole for approval. The proposal also established the initial cost of the pole at $3,100 and the fixture at $1,275. These prices are subject to increase based on the escalation of the Consumer Price Index for Urban Consumers, all items, US City Average beginning in 2021. The contract with Spring City is for 10 years, with the City of Evanston obligated to purchase a minimum of 10 street light poles each year.

Currently in the City there are 4 locations where Tallmadge street light poles have been removed due to knockdowns from accidents, wind storms or damage from rusting. In order to complete the replacement of the 4 down locations and to have spares for the winter season, 11 additional street light poles are needed. This purchase is for 11 Tallmadge street light poles with LED fixtures.

The CPI, US City Average increased by 1.37% from September 2019 to September 2020. Therefore the cost per pole/fixture increased to $4,435 each.

Legislative History:
On July 8, 2019, City Council awarded Spring City a 10-year contract to manufacture and supply the Evanston Tallmadge street lights for the City of Evanston.

Attachments:
Spring City 2021 QUOTE- 42552 (ID 114177)

Spring City™

Project Quotation
Sales@springcity.com
Phone: (610) 948-4000

Page	1
Quote	QUOTE- 42552
Date	Wednesday, June 9, 2021
Revision	
Rev Date	Wednesday, June 9, 2021

PLEASE NOTE:Pricing is valid for orders entered within 30 days, and released within 60 days of quote

Project: Evanston 2021 Pricing **Previous Drawing #:** LP-32572

Quantity	Item Number	Unit Price	Ext. Price
11	**LP-32572** **Edgewater Large Fitter at 80W 3000K Type III with 7 PIN Receptacle** **Tallmadge Lamppost at 16'** **Finished Painted River Texture Gloss Black**	**$4,435**	**$48,785**
11	ALMEDL-LE080-EVX-2G2-30-CR3-YPLF-FED-TR7R-CU		
11	APSTMD-20-15.00-TN7.00-0.75-GFWI-CU		
		Total	$48,785

*** (Freight is prepaid and billed for orders under $2,000)**
* Based on current conditions, manufacturing lead time to shipment is estimated to be 12-14 weeks from receipt of an acceptable release
* Quotation is subject to approval as offered
* Any orders resulting from this quotation are subject to credit approval
*FOB shipping point]
*Anchor bolts included. Freight charges for preshipped anchor bolts will be prepaid and billed.]
*Standard terms and conditions of sale apply. Terms are net 30 ship date.]
*In the absence of written specs this offering is made subject to our standard production method]
*Spring City reserves the right to amend the quoted price should items and/or quantities change.
*
*Quotation includes poles. *Quotation includes LED light source. *Quotation includes fixtures.

Tracie Wolf

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Stephen Walker, Greenways Supervisor
CC:	David Stoneback, Public Works Agency Director; Edgar Cano, Public Service Bureau Chief
Subject:	Approval of an Agreement for a Sole-Source purchase of a Toro Groundsmaster Riding Mower, Model GM3200 from Reinders, Inc.
Date:	July 26, 2021

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute an agreement for the sole-source purchase of a Toro Groundsmaster riding mower, Model GM3200, with Reinders, Inc., (911 Tower Road, Mundelein, IL 60060) in the amount of $44,826.21.

Funding Source:
Funding for this purchase is from the General Fund Greenways (account 100.40.4330.65550) in the amount of $26,000 and the General Fund Snow & Ice (account 100.40.4550.65085) in the amount of $18,826.21.

Council Action:
For Action

Summary:
The Greenways Division currently operates two large (16' cutting width) and three medium (6' cutting width) riding lawn mowers of which all but one are manufactured by Toro. The City employs these mowers in nearly all of the larger and medium sized parks with open space. They are used five to six days a week from mid-April through early December to cut grass and mulch leaves. During the winter months, these mowers are converted for snow removal operations. The oldest of these mowers has been in use since 2014, and it is becoming increasingly difficult and cost-prohibitive to keep operational. The normal useful life of these mowers is five years, but with the additional use for snow operations, this particular mower has significantly exceeded its useful life and needs to be replaced immediately.

While there are other companies that manufacture these types of mowers, staff has found from experience that Toro models are the most durable and efficient. Toro mowers can take the

heavy usage necessary to maintain the turf in our parks and remove snow in the winter. The City has used these mowers for over 20 years. Staff has periodically evaluated other manufacturers' mowers but have not found one as durable, cost effective and easily maintained as the Toro models.

This purchase is being made as a sole-source purchase through Sourcewell (Contract #062117-TTC). Sourcewell is a state and local government cooperative purchasing program where products and services have been competitively bid at a national level. The City has used Sourcewell for a variety of contracts including roofing services and HVAC services.

Funding Analysis:

Funding for this purchase is provided from two Public Works accounts in the General Fund. General Fund/Greenways 100.40.4330.65550 (Automotive Equipment) is being used to purchase the mower in the amount of $26,000. This account has a FY2021 budget amount of $26,000 all of which remains. The remainder will come from General Fund/Maint. Snow & Ice 100.40.4550.65085 (Minor Equipment & Tools) in the amount of $18,826.21. This account has a FY2021 budget of $5,000 all of which has been encumbered for 2021. This overage will be covered by savings in General Fund/Streets budget. The total cost of the purchase is $44,826.21.

Attachments:

City Of Evanston GM-3200 Quote 6-18-2021

Joel Baxter
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (262) 443-0363
Fax (847) 678-5511
jbaxter@reinders.com

Acct #: 359998
City Of Evanston
2020 Asbury Ave
Evanston IL 60201-2620

Attn: Stephen Walker

Quote ID#	**Quotes Good for 30 days**
Quote Date 7/9/2021	Sourcewell # ***1131686***

Sourcewell Contract #062117-TTC

Qty	*Model #*	*Description*		*Sourcewell Total*
1	31901	**Groundsmaster 3200 4WD**		$18,637.32
1	31972	72 Inch Side Discharge Deck		$3,649.62
1	31981	Mechanical Suspension Seat		$598.26
5	114-4096	Weight Kit (42 Lbs)		$521.76
1	31978	Recycler Kit		$377.52
			3200 Price:	$23,784.48
1	31990	**Cab - Heat Only**		$9,154.08
1	31994	Accessory Control POD		$342.42
1	31993	LED Light Kit - CAB		$631.80
			Cab Total:	$10,128.30
1	RAB-HYD-3300/3200-51	Conterra 52" Hyd. Rotary Angle Broom for 3200/3300 Toro - Self Contained Hydraulic System	**Broom Price:**	$10,913.43
				$21,041.73
			Package Subtotal:	$44,826.21

Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for any applicable taxes.

Sourcewell awarded contract for ***Parks and Golf Grounds Maintenance Equipment to The Toro Company.*** This cooperative purchasing agreement (Contract #062117-TTC) is available to public agencies and non-profit entities nationwide.

Award Highlights

- Cooperative purchasing contract
- Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
- National aggregate pricing saves money

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. **A 2.5% service fee will apply for all credit card transactions.**

Quote I.D. # _____ Accepted Equipment Delivery Date_____

Authorized Signature:_____

Print Name:_____

Date:_____

Joel Baxter
Territory Manager
Reinders, Inc.

TORO Grounds & Sports Turf

Sourcewell

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Aretha Barnes, Interim Police Chief
CC:	Christopher Voss, Acting Communications Coordinator
Subject:	Approval of the Sole-Source Annual Renewal of the CAD Software License and Service Agreement with CentralSquare Technologies
Date:	July 26, 2021

Recommended Action:
Staff recommends the City Council authorize the City Manager to renew a sole-source software license and service agreement with CentralSquare Technologies (1000 Business Center Drive, Lake Mary, FL) for the Evanston Police Department's CAD (Computer Aided Dispatch) software in the amount of $82,681.48. The agreement is effective from May 1, 2021 through April 30, 2022.

Funding Source:
Funding will be provided by the Emergency Telephone System Service Agreements & Contracts Line Item (Account 205.22.5150.62509) with a FY21 budget of $305,000 and an YTD balance of $194,289.61.

Council Action:
For Action

Summary:
This software is fully utilized by the Evanston Police and Fire Departments and is essential for their daily success. As a proprietary system, there is no alternative maintenance option. The original CAD Software License and Service Agreement was initiated in 2015.

The fees paid for this service agreement are used to continuously improve CentralSquare's software applications as well as staff their 24/7 Public Safety & Justice applications support center. Also, as a client of CentralSquare, the Police and Fire Departments benefit from the continuous research and development that CentralSquare is doing to improve and enhance their software. This is a sole-source request because the only option for comprehensive maintenance and support of the CAD application is CentralSquare, as it is the sole owner and distributor of the software.

The Police Department's CAD has been in use since May 9, 1994 (at the time, this software license and service agreement was negotiated at a considerable discount). The Police and Fire Departments rely on CAD to process numerous transactions related to real-time tracking and dispatching of public safety resources. CAD also assembles information for future use in reporting applications. Below is a brief description of some of the software applications that this agreement covers:

- MCT (Mobile Computing Technology) is the base product that drives all of the Public Safety personnel's ability to receive and send information to Dispatch and provides access to LEADS, which allows officers to obtain license plate, driver's license, and criminal history information.
- E911 interface automatically enters the name, address, and phone number (ANI/ALI) of the 9-1-1 caller into CAD.
- CAD-Computer Aided Dispatch is the central system that all of the above systems connect to. This system provides telecommunicators with all of the data and information needed to dispatch public safety personnel to calls efficiently.
- RMS (Records Management System) is the central data entry system for all information or reports generated by the Police Department.
- LEADS state/NCIC interface provides LEADS access to all police officers on patrol.
- MFR (Mobile Field Reporting) automates the police reporting process.

The 2020 Service Agreement with CentralSquare was $78,515.30. The cost to renew for 2021 ($82,681.48) reflects an approximately 5% increase in the base services provided over last year. Necessary adjustments and removals to the invoice brought us past the 2020 Agreement end date of April 30, 2021. However, the vendor extended the Agreement so that service will not be "shut off" if the renewal was not active by the end of April.

Legislative History:
FY21 Emergency Telephone System budget approved at the meeting of September 24, 2020.

Attachments:
Sole Source Letter - CAD 2021 Annual Maintenance
2021 Annual Maintenance Invoice

Exhibit 9

SOLE SOURCE JUSTIFICATION
(Requester completes Section A and B)

SECTION A - SOLE SOURCE PURCHASE:
Complete if sole source purchase is $1,500 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

Requisition No. (if applicable):	Amount: $82,681.48	Date: 7/16/2021
Supplies/Services Required (be specific): CAD Annual Maintenance 5/1/21 to 4/30/22		
Proposed Vendor Central Square (Formerly Superion)		Vendor No: 14910
Requested by: Christopher Voss	Dept: Police-Communications	Ext: 5068
Justification prepared by: Christopher Voss	Dept: Police-Communications	Ext: 5068

Check One: The requested supply/service is a sole source procurement due to:

- ☑ **AVAILABILITY/ONE OF A KIND** –
  No competitive product exists or is available from another vendor.
- ☐ **COMPATIBILITY** –
  Must match existing piece or brand of equipment and is available from only one vendor.
- ☐ **REPLACEMENT/MAINTENANCE –**
  Repair or maintenance for specific brand of existing equipment and is available from only original equipment manufacturer or designated service dealer.
- ☐ **OTHER** - Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.

(Name and Signature of Requester) (Date)

SECTION C - TO BE:COMPLETED BY PURCHASING AGENT:
Based on the information provided in Section A and attached supporting documents,
I concur ☐ / do not concur ☐ (see below) with purchase to be a Sole Source.
Do not concur for the following reason(s):

(Name and Signature of Purchasing Agent or Other) (Date)

Section 19, Pg.9

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
324943	7/15/2021	1 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Evanston Police Department
Christopher Voss
1454 Elmwood Ave.
Evanston IL 60201
United States

Ship To
Evanston Police Department
Christopher Voss
1454 Elmwood Ave.
Evanston IL 60201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6791	Evanston Police Department		USD	Net 30	4/30/2021

	Description	Units	Rate	Extended
Contract No. Q-59394				
1	ONESolution Police-to-Police - Annual Subscription Fee	1	$0.00	$0.00
	Maintenance: Start:5/1/2021, End: 4/30/2022			
2	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee	1	$901.41	$901.41
	Maintenance: Start:5/1/2021, End: 4/30/2022			
3	ONESolution Notification - Annual Maintenance Fee	1	$1,462.30	$1,462.30
	Maintenance: Start:5/1/2021, End: 4/30/2022			
4	ONESolution Calls For Service - Annual Maintenance Fee	1	$160.25	$160.25
	Maintenance: Start:5/1/2021, End: 4/30/2022			
5	ONESolution Accident - Annual Maintenance Fee	1	$681.08	$681.08
	Maintenance: Start:5/1/2021, End: 4/30/2022			
6	ONESolution Crime Analysis Plus - Annual Maintenance Fee	1	$1,141.80	$1,141.80
	Maintenance: Start:5/1/2021, End: 4/30/2022			
7	ONESolution CAD Client AVL License - Annual Maintenance Fee	1	$2,163.39	$2,163.39
	Maintenance: Start:5/1/2021, End: 4/30/2022			
8	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee	1	$2,403.79	$2,403.79
	Maintenance: Start:5/1/2021, End: 4/30/2022			
9	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	1	$360.61	$360.61
	Maintenance: Start:5/1/2021, End: 4/30/2022			

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
324943	7/15/2021	2 of 4

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Evanston IL 60201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6791	Evanston Police Department		USD	Net 30	4/30/2021

	Description	Units	Rate	Extended
10	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$3,906.15	$3,906.15
11	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$6,730.92	$6,730.92
12	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$13,235.85	$13,235.85
13	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$3,710.86	$3,710.86
14	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,141.80	$1,141.80
15	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$751.19	$751.19
16	ONESolution Racial Profiling - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$520.82	$520.82
17	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,141.88	$1,141.88
18	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$6,209.77	$6,209.77
19	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$2,403.77	$2,403.77

Invoice

Invoice No (1 of 1)	Date	Page
324943	7/15/2021	3 of 4

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6791	Evanston Police Department		USD	Net 30	4/30/2021

	Description	Units	Rate	Extended
20	ONESolution MFR Client-Racial Profiling - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,923.26	$1,923.26
21	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$2,003.16	$2,003.16
22	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,046.65	$1,046.65
23	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,126.76	$1,126.76
24	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,046.65	$1,046.65
25	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$3,044.83	$3,044.83
26	ONESolution Alpha Numeric Paging - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,046.65	$1,046.65
27	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$6,730.92	$6,730.92
28	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$1,202.04	$1,202.04

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
324943	7/15/2021	4 of 4

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Lake Mary, FL 32746

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Evanston IL 60201
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Evanston IL 60201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6791	Evanston Police Department		USD	Net 30	4/30/2021

	Description	Units	Rate	Extended
29	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$961.63	$961.63
30	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$4,206.63	$4,206.63
31	NaviLine Pager Connect Interface-Generic - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$200.31	$200.31
32	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$761.20	$761.20
33	ONESolution CAD to CryWolf Interface - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$400.63	$400.63
34	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	$7,952.52	$7,952.52

RB 312401

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$82,681.48
Tax	$0.00
Invoice Total	$82,681.48
Payments Applied	$0.00
Balance Due	**$82,681.48**

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Alexandra Ruggie, Assistant City Attorney
Subject:	Resolution 76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund
Date:	July 26, 2021

Recommended Action:
Staff recommends adoption of Resolution 76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund

Council Action:
For Action

Summary:
The Evanston City Council has authority to designate an agent as the City's official representative for the purposes of conducting business with the Illinois Municipal Retirement Fund (IMRF). The City Manager recommends that Casey Solomon be designated as the City's authorized agent. The powers and duties of the authorized agent include: a) the filing of petitions for nominations of an Executive Trustee of IMRF, and b) the authority to cast a ballot for the election of an Elective Trustee of IMRF.

Attachments:
76-R-21, Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund

7/20/2021

76-R-21

A RESOLUTION

Appointing Casey Solomon as the City of Evanston's Authorized Agent for the Illinois Municipal Retirement Fund

WHEREAS, the City Council of the City of Evanston has the authority to designate an authorized agent as the City's official representative for the purposes of conducting business with the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, the City Manager recommends that Casey Solomon, be designated as authorized agent for the City of Evanston for IMRF,

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

SECTION 1: Casey Solomon is designated to act as the authorized agent on behalf of the City of Evanston in all matters affecting the administration of the IMRF.

SECTION 2: Such powers and duties of Casey Solomon, as the authorized agent, shall include: a) the filing of petitions for nominations of an Executive Trustee of IMRF; and b) the authority to cast a ballot for the election of an Elective Trustee of IMRF.

SECTION 3: Any and all previous designation is hereby revoked.

SECTION 4: The foregoing recitals are hereby found as fact and made a part hereof.

SECTION 5: Resolution 76-R-21 shall be in full force and effect from

and after its passage and approval, in the manner provided by law.

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Adopted: _____, 2021

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Kelley Gandurski, Deputy City Manger
Subject:	Resolution 75-R-21 Authorizing the City Manager to Enter into a Lease Amendment with the Metropolitan Water Reclamation District of Greater Chicago
Date:	July 26, 2021

Recommended Action:
Staff requests that the City Council authorize the City Manager to enter into a lease amendment with the Metropolitan Water Reclamation District of Greater Chicago.

Council Action:
For Action

Summary:
The Metropolitan Water Reclamation District of Greater Chicago ("MWRD") owns a certain premises along the North Shore Channel in Evanston, Illinois (the "Demised Premises"). MWRD and the City of Evanston ("City") entered into a lease agreement dated October 14, 1966, to use the Demised Premises for the operation and maintenance of a public fee golf course and for use as a public park and playground, commencing December 1, 1966 through May 31, 2032 (the "Lease Agreement"). Currently, Canal Shores is the subtenant under the Lease Agreement. The Lease Agreement was last amended on July 11, 2019.

Under the current Lease Agreement, Canal Shores, as an agent of the City of Evanston, is allowed to operate tailgating on certain course holes for the Northwestern Wildcat football games. Both Northwestern and Canal Shores derive a benefit from this arrangement as Northwestern may cater to its season ticket holders and Wildcat fans, and Canal Shores receives income from the management of the tailgate parking, thus allowing Canal Shores to continue its not-for-profit mission in the Evanston community.

In 2019, MWRD required Northwestern obtain a permit for tailgating activity on the Demised Premises and pay $80,000 for the permit. In 2020, Northwestern withdrew its permit request due to the COVID-19 pandemic.

Recognizing that this year, the Northwestern Wildcats are on schedule for a full football season with seven (7) home games, and the congestion that traffic and street parking causes around Ryan Field, the City, Northwestern and Canal Shores wish to enter into an agreement whereby Canal Shores will manage all public parking during home games for the City in addition to tailgating activity.

In order to effectuate this arrangement, MWRD has requested that the City enter into a lease amendment to allow for public parking and tailgating during Northwestern home football games. The terms of the proposed lease amendment will require any income derived by the City (or its agent, Canal Shores) to pay 25% of the gross proceeds to MWRD. Currently, MWRD only requires 25% of the net proceeds. The proposed amendment also expressly permits public parking and tailgating as contemplated by the parties. The current lease amendment proposes that MWRD be guaranteed a minimum $80,000 for parking / tailgating activities; however, this potential deficit for payment will be covered in a separate agreement between Northwestern University and Canal Shores under Resolution 70-R-21, authorizing the City Manager to enter into a Memorandum of Understanding between the City, Northwestern University and Canal Shores.

The City of Evanston does not take a share in the profits received from Canal Shores for tailgate / parking management; however, Canal Shores maintains the greens and course, and expends six-figures each year to do so for the benefit of the City. The proceeds that Canal Shores derives from providing parking / tailgate management for the City allows Canal Shores to remain financially viable.

Legislative History:
See Lease Amendment dated July 11, 2019

Attachments:
75-R-21 Amendment to MWRD Lease (Canal Shores) KG
MWRD Amendment (7-20) KG Clean
L-063 Amendment to Lease - 91.9 acres along NSC - City of Evanston

75-R-21

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Lease Agreement Dated October 14, 1966, as Amended, Between the Metropolitan Water Reclamation District of Greater Chicago and the City of Evanston

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") owns a certain premises along the North Shore Channel in Evanston, Illinois (the "Demised Premises"); and

WHEREAS, MWRD and the City of Evanston ("City") entered into a lease agreement dated October 14, 1966, to use the Demised Premises for the operation and maintenance of a public fee golf course and for use as a public park and playground, commencing December 1, 1966 through May 31, 2032 (the "Lease Agreement"); and

WHEREAS, said Lease Agreement has been amended from time to time pursuant to agreements dated June 24, 1969, September 21, 1978, April 21, 1994, September 9, 2004 and July 11, 2019, all of which are incorporated by reference herein; and

WHEREAS, MWRD has requested that the City enter into a lease amendment to allow for public parking and tailgating during Northwestern home football games, where approved; and

WHEREAS, the Parties agree to amend the Lease Agreement subject to the terms and conditions set forth in the Lease Amendment, attached hereto and incorporated herewith as **Exhibit A**;

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

SECTION 1: The recitals are hereby incorporated and adopted by reference herein.

SECTION 2: The City Manager is hereby authorized and directed to execute the Lease Amendment with MWRD as outlined in Exhibit A.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment that may determined to be in the best interests of the City.

SECTION 4: This Resolution 75-R-21 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas Cummings, Corporation Counsel

Adopted: _____, 2021

EXHIBIT A

LEASE AMENDMENT

City of Evanston
L-063; 21-BD-009
Rev. 7/15/21

AMENDMENT TO LEASE AGREEMENT DATED OCTOBER 14, 1966, AS AMENDED, BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF EVANSTON

THIS Amendment to Lease Agreement is made this _____ day of _____, 2021, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 E. Erie Street, Chicago, Illinois 60611 (hereinafter designated "District" or "Lessor"), and the City of Evanston, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 2100 Ridge Avenue, Evanston, Illinois (hereinafter designated "Lessee").

WHEREAS, the District and Lessee entered into that certain Lease Agreement dated October 14, 1966, to use certain District real estate located along the North Shore Channel in Evanston, Illinois ("Demised Premises"), for the operation and maintenance of a public fee golf course and for use as a public park and playground, commencing December 1, 1966 and expiring May 31, 2032 ("Lease Agreement");

WHEREAS, said Lease Agreement has been amended from time to time pursuant to agreements dated June 24, 1969, September 21, 1978, April 21, 1994, September 9, 2004, and July 11, 2019, all of which are incorporated by reference herein and made a part hereof;

WHEREAS, the Metropolitan Water Reclamation District Act ("MWRD Act") provides that, if the Executive Director and the Board of Commissioners conclude that it would be in the public interest, the District may lease its property not required for corporate use to any municipal corporation, with provisions that the property is to be applied exclusively for public recreational purposes or other public purposes (70 ILCS 2605/8c);

WHEREAS, Lessee has requested to amend the Lease Agreement to allow for public parking and tailgating during Northwestern home football games, where approved by the City Council of Evanston, on the areas of the Demised Premises designated in Exhibit A;

WHEREAS, the District agrees to amend the Lease Agreement subject to the terms and conditions set forth below, as authorized by order of its Board of Commissioners on _____, 2021, a copy of which is attached hereto as Exhibit B and incorporated herein;

NOW THEREFORE, in consideration of the payment by Lessee to the District of a nominal fee of TEN AND NO/100 DOLLARS ($10.00) plus the Additional Compen-

sation generated by Lessee's use of the leasehold as set forth herein, the mutual covenants and agreements of the District and Lessee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Lessee hereby agree as follows:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, the same constituting the factual basis for this transaction.

2. Paragraph 3.07 ("Use of Demised Premises") of the Lease Agreement is hereby amended to allow for public parking and tailgating during Northwestern University home football games on certain areas of the Demised Premises, as depicted in Exhibit A.

3. Article Two of the Lease Agreement is hereby amended to add a paragraph 2.01(D), which shall provide the following:

2.01(D) In addition to the Additional Compensation described above, in any given year where Lessee allows public parking and tailgating on days of Northwestern University home football games for a full season, Lessee shall pay in cash to Lessor 25 percent (25%) of the annual gross income derived from public parking or tailgating activities on days of Northwestern home football gamesor $80,000.00, whichever is greater. On or before July 1 every year, Lessee shall furnish to Lessor an audited and certified statement of any and all income attributable to public parking and tailgating on the Demised Premises, regardless of which entity collects the fees at the point of sale. No deductions shall be allowed for costs and expenses associated with public parking and tailgating activities. For purposes of this section, a full season is defined as seven games. If more or less than seven games are played in any given season, the minimum payment of $80,000.00 shall be prorated accordingly based on the number of games actually played and where parking and tailgating is allowed. If attendance at Ryan Field is limited for one or more games due to the pandemic, law/regulation, or other force majeure event, then those games shall not be counted toward a full season, and Lessee shall only be required to pay 25% of the gross income actually received from those particular games.

4. Only Lessee may charge a fee for public parking or tailgating on the Demised Premises. However, Lessee may enter into agreements with third parties for the management of public parking and tailgating on the Demised Premises as it would for any other public governmental service, provided that any such agreements do not violate the Lease Agreement or this Amendment. To ensure compliance with the Lease Agreement and the MWRD Act, any and all public parking and tailgating passes sold must be made available to the general public. Lessee, or its agent on its behalf, will offer allocations of such parking and tailgating passes for sale to everyone, including Northwestern University and the general public, at the

same time intervals and on the same pricing schemes. Within this construct Lessee, or its agent on its behalf, is permitted to do the following: begin sales of season passes at least four weeks before beginning sales of individual passes; include a premium or discount (depending on the market) for season pass pricing (as compared to individual passes); sell individual passes pursuant to a dynamic market pricing model; include transaction fees in the cost of the passes; offer tiered pricing levels (including based on timing, location and/or capacity) for season and/or individual pass; and sell individual pass in advance and/or day-of use. In addition, the fees charged must be reasonable based on the use and may not give preferential treatment to any persons or entities. For example, no preference may be given based on residency or membership in any not-for-profit corporation, university, or other organization. If Lessee hires, appoints or contracts with a third party to collect the fees on its behalf, then Lessee shall be responsible for ensuring that its annual financial statements are supported by detailed records from any such third party showing the gross income derived from parking and tailgating activities.

5. Lessee, or an appointed third party agent for and on Lessee's behalf ("Agent"), shall be responsible for the management of any and all gameday activities, including personnel, traffic control, security, fencing, communication with neighbors, trash collection, and site maintenance and restoration. Lessee or Agent shall be responsible for clean up immediately following each game and must restore the used portions of the Demised Premises to its original condition by the following day. Damage that occurs as a result of parking must be repaired by Lessee or Agent at no cost and expense to Lessor.

6. Lessee or Agent agrees to inspect the used portions of the Demised Premises after every game and to document the condition of such Demised Premises. Such documentation, in the form of a one page summary, must be submitted within seven (7) days to the District's Engineer of Site Remediation, currently Mr. Mark Leibrock, at leibrockm@mwrd.org.

7. Pursuant to Article 10 of the Lease Agreement, if the District's Engineer of Site Remediation determines at the end of the football season that a Phase I or Phase II Environmental Assessment is required, then Lessee or Agent shall perform the required environmental assessments (and any remediation activities, as provided for in the Lease Amendment dated July 11, 2019), at no cost and expense to Lessor.

8. Parking is not allowed on top of District infrastructure (e.g., all interceptor or TARP structure access points such as manholes, access hatches, etc.) located on the Demised Premises, including the infrastructure depicted on Exhibit A. Lessee or Agent shall contact MWRD Senior Engineer, currently Mr. Paul Sobanski at 708-588-4080, if they have any questions regarding the location of District infrastructure or if any damage occurs to District's infrastructure. All District facilities must be protected, and 24-hour access maintained.

9. Before the first game each season, Lessee or Agent must provide the contact information for the person coordinating the parking and tailgating operations on the Demised Premises to the District's Chief of Police, currently Chief Heidenreich, at heidenreichk@mwrd.org.

10. In all other respects, all terms, conditions, covenants and agreements of the Lease Agreement, and its amendments, shall remain in full force and effect, and shall continue to inure to and bind the District and Lessee for the term of the Lease.

IN WITNESS WHEREOF, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

[REMAINDER OF PAGE LEFT BLANK]

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Marcelino Garcia
Chairman of Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

City of Evanston

By: _____

Title: _____

ATTEST

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcelino Garcia personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20 ___.

_____
Notary Public

My Commission expires:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that_____,
(Name)

personally known to me to be the _____ of
(Title)

_____, a municipal corporation,
(Village/Town/City)

and _____, personally known to me to
(Name)

be the _____ of said municipal
(Title)

corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____
(Title)

and _____ of said municipal corporation,
(Title)

duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20___.

_____
Notary Public

My Commission expires:

_____

APPROVED AS TO FORM AND LEGALITY:

_____

Head Assistant Attorney

_____

General Counsel

APPROVED:

_____

Executive Director

RECEIVED:

Fee_____

Insurance_____

Bond_____

EXHIBIT 1

L-063

AMENDMENT TO LEASE AGREEMENT DATED OCTOBER 14, 1966, AS AMENDED, BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF EVANSTON
(Governmental Form)

THIS Amendment to Lease Agreement is made this 11th day of July 2019, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated "District" or "Lessor"), and the City of Evanston, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 2100 Ridge Avenue, Evanston, Illinois (hereinafter designated "Lessee").

WHEREAS, the District and Lessee entered into that certain Lease Agreement dated October 14, 1966, to use certain District real estate located along the North Shore Channel in Evanston, Illinois, for the operation and maintenance of a public fee golf course and for use as a public park and playground, commencing December 1, 1966;

WHEREAS, said Lease Agreement has been amended from time to time pursuant to agreements dated June 24, 1969, September 21, 1978, April 21, 1994, and September 9, 2004, all of which are incorporated by reference herein and made a part hereof;

WHEREAS, said Lease Agreement, as amended, is set to expire on May 31, 2032;

WHEREAS, Lessee has requested to amend the Lease Agreement to: 1) allow Lessee to hold festivals and outdoor concerts and 2) allow the sale and consumption of alcohol on the premises, including at the festivals and concerts and in connection with golf course activities;

WHEREAS, the District is willing to amend the Lease Agreement subject to the terms and conditions set forth below, as authorized by order of its Board of Commissioners on July 11, 2019, a copy of which is attached hereto as Exhibit E and incorporated herein;

WHEREAS, Lessee also leases a separate leasehold pursuant to a certain Lease Agreement dated September 16, 1965, as amended (L-064), consisting of North Shore Channel Parcel 4.01, which remains in full force and effect and is unaffected by this lease amendment; and

WHEREAS, Lessee also leases an adjacent leasehold pursuant to a certain Lease Agreement dated April 6, 2006, as amended (L-278), consisting of North Shore Channel Parcels 2.12 and 2.13, which remains in full force and effect and is unaffected by this lease amendment.

NOW THEREFORE, in consideration of the payment by Lessee to the District of a nominal fee of TEN AND NO/100 DOLLARS ($10.00) plus 25% of the net revenues generated by Lessee's use of the leasehold as set forth herein, the mutual covenants and agreements of the District and Lessee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Lessee hereby agree as follows:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, the same constituting the factual basis for this transaction.

2. That certain Lease Agreement dated October 14, 1966 is hereby amended in its entirety by adding the terms and conditions set forth below; any and all previous agreements, amendments or extensions thereto are applicable only to the extent that they do not conflict with the provisions set forth herein. In the event of any conflict or ambiguity, the terms of this Amendment to Lease Agreement shall control.

ARTICLE ONE

1.01 PREMISES LEASED

Lessor, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises legally described and depicted in the plat of survey in Exhibit "A" designated as L-063, which is attached hereto and made a part hereof, located in the County of Cook and State of Illinois for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c, consisting of approximately 92 acres in Evanston, Illinois. An aerial photograph generally depicting the boundaries of the Demised Premises as L-063 is attached hereto as Exhibit "B". For reference purposes, the Demised Premises includes North Shore Channel Parcels 1.11, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 3.01, 3.02, and 3.03.

For the purposes of this Lease, the terms "Leased Premises, Leasehold Premises, Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease Amendment shall begin on the 11th day of July A.D., 2019, and end on the 31st day of May, A.D., 2032, unless said term shall end sooner under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Demised Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. Lessee has examined the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises, and the useable areas of the Demised Premises, and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the Demised Premises and is satisfied that it may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;

B. The failure of Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire

condemnation award shall be the sole property of Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

Lessee covenants and agrees, in consideration of the leasing of the Demised Premises aforesaid, to pay to Lessor as rent for the said Demised Premises:

A. Lessee covenants and agrees, in consideration of the leasing of the Demised Premises aforesaid, to pay to Lessor, as rent for the Demised Premises, an annual rental fee of $1,300.00, payable in advance on the 1st day of December.

B. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, Lessee shall pay in cash to Lessor i) 25 percent (25%) of the annual net income from the operation of the golf course on the premises and ii) 25 percent (25%) of the annual net income generated by Lessee's other uses of or activities on the Demised Premises, including but not limited to the operation of the municipal parking lot.

On or before July 1 every year, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to each of the following: i) the operation of the golf course and ii) Lessee's other uses of or activities on the Demised Premises, and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the net income verified by the audited and certified statement for that one-year period. The financial statements must clearly distinguish between the revenues generated from the golf course and the revenues generated from Lessee's other uses or activities on the leasehold. All such audited and certified statements shall be subject to confirmation by

Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

The net income set forth in Article 2.01(B)(1) above shall be defined as gross revenues generated by Lessee's use of or activities on the Demised Premises from any source, less the following items of expenses: amortized expenses of any improvements that Lessee shall make to or upon the Demised Premises; any bond repayments used to finance any improvements to the Demised Premises; expenses directly related to its operations on the Demised Premises as authorized under Article 3.07 herein.

C. In addition, Lessee shall pay all administrative and legal costs incurred by Lessor in collecting any arrearage in rent including, but not limited to, payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed, or put on the Demised Premises by Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by Lessor or its agent or attorneys to Lessee in the manner hereinafter provided, or in case Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for sixty (60) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for Lessor, at its election, at or after the expiration of said thirty (30) days or said sixty (60) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of Lessor, its successors or assigns, or in any other way, Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Demised Premises and property peaceably to Lessor, its successors or assigns, immediately upon

the termination of said term as aforesaid; and if Lessee or the successors or assigns of Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises is to be used by said Lessee solely and exclusively for public recreational purposes, including (1) improving and equipping the Demised Premises for use as a public park and playground, including the maintenance and operation of a municipal parking lot in connection therewith; (2) holding festivals and outdoor concerts; and (3) the operation and maintenance of a public fee golf course, and for no other purpose whatsoever. It is understood and agreed that the Evanston Wilmette Golf Course Association operates a golf course on the Demised Premises commonly known as Canal Shores, which lies partly within the City of Evanston and partly within the Village of Wilmette. The Evanston Wilmette Golf Course Association may continue to operate and maintain the portion of the golf course on the Demised Premises as the sublessee of the City of Evanston consistent with the terms and conditions of this Amendment of Lease Agreement.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed

with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the Demised Premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. At least one-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements, including, but not limited to, buildings, bridges, storage tanks, scales, docks, pipelines, green infrastructure, roads, and other related facilities, on the Demised Premises shall be demolished and/or removed. Upon receipt of ninety (90) days advance written notice, Lessee shall demolish and remove at Lessee's sole cost and expense the improvements identified by Lessor. It is expressly understood that Lessor's failure to make said determination one-hundred-twenty (120) or more days prior to the expiration of this Lease, or provide notice herein within said ninety (90) days, shall in no way act as a waiver of Lessee's obligation to demolish or remove such improvements at Lessee's sole cost and expense upon receiving written notice from Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. These requirements survive expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

Lessee covenants and agrees that if Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of

this Lease of any of the obligations of Lessee, no such waiver shall release Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by Lessor as aforesaid; and Lessee covenants and agrees that if Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by Lessee of the same or any other obligation; and Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of Lessor to require prompt payment of the rent in this Lease and that neither acceptance by Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

Lessee agrees that the various rights and remedies of Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of Lessee, or failure of Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. Lessee is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of Lessor therein and the interest of Lessor in any improvements which may be placed on the Demised Premises by Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by

this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease.

B. **DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of Lessee to general real estate taxation and will record this Lease with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, Lessee and/or Lessee's use of the Demised Premises, including the permit requirements for site development under the District's Watershed Management Ordinance.

ARTICLE FOUR

4.01 INDEMNIFICATION

Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against Lessor growing out of any such claim, loss, damage, cost or expense, Lessor may give written notice of the same to Lessee, and thereafter Lessee shall attend to the defense of the same and save and keep harmless Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

Lessee agrees to indemnify, save and keep harmless Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

A. Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which Lessor is named as the Loss Payee from a company to be approved by Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements located on the Demised Premises

Prior to entering upon said Demised Premises, Lessee shall furnish to Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Lessor. The provisions of this paragraph shall in no wise limit the liability of Lessor as set forth in the provisions of 4.01 above; or

B. If Lessee is a self-insurer, Lessee, prior to entering upon said Demised Premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the District an acknowledged statement that Lessee is a self-

insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Agreement (Article Four, paragraph 4.03) above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00
per Occurrence.

This statement shall be signed by such officer or agent of Lessee having sufficient knowledge of the fiscal structure and financial status of Lessee, to make such a statement on behalf of Lessee and undertake to assume the financial risk on behalf of Lessee and will be subject to the approval of the District. The provisions of this paragraph shall in no wise limit the liability of Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by Lessor. Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to Lessor, as additional security for the payment of rent and the performance by Lessee of the covenants herein; said policy or policies to be delivered to Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other

improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by Lessee to Lessor with the rents next thereafter falling due under this Lease, together with interest thereon at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. Lessee, however, shall have the right in the name of Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by Lessor to the contractor or contractors (employed by Lessee) upon the delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee and accompanied by

waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that Lessor shall not be required to pay such insurance money so collected until the Executive Director of Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by Lessor to the contractor or contractors employed by Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by Lessee in any of its payments, or a breach by Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by Lessor shall belong absolutely to Lessor.

4.10 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with Lessor shall belong to Lessee and in that event, Lessor shall pay to Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

4.11 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with Lessor, prior to its occupancy of the Demised Premises a sum of money equal to (n/a) months rent. Said security deposit shall be returned to Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by Lessee, Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to Lessee upon the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in Lessee's approved development plans for the Demised Premises, Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. It is expressly understood and agreed that Lessor shall not be liable to Lessee for any loss, cost or expense which Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of Lessor located on the Demised Premises, or by any other work which Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon Lessee and diligently prosecuted to the conclusion.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to Lessee by said Executive Director.

H. Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by Lessor to Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of Lessor upon, under, and across the Demised Premises.

Any such construction shall be located as determined by the Executive Director of Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that Lessee may then have on the Demised Premises.

I. Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that Lessee shall submit to the Executive Director of Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.

K. Lessor reserves to itself the right of access to the North Shore Channel as well as right of access to the Demised Premises for inspection by Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of Lessor may deem necessary.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

M. Lessee shall take all necessary precautions to keep all District structures located on the Demised Premises protected at all times and shall compensate Lessor in the event Lessee, or anyone acting under Lessee's direction, causes damage of any kind to such structures to the extent necessary to fully repair such damage, and shall provide Lessor with uninterrupted access to such structures at all times. Prior to performing any excavation or other work on or near such structures, Lessee shall submit plans detailing such work to Lessor for review and approval, and shall perform the subsequent work in conformity with the plans so approved by Lessor in writing.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

Lessee shall submit to Lessor for its review and approval written plans detailing Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of Lessee's stormwater management plans shall be within the sole discretion of Lessor.

Lessee's plans shall provide for the separate collection of all roof water and surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP). BMPs may include, but are not limited to, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged to the North Shore Channel in a manner acceptable to Lessor.

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Intentionally omitted. Pursuant to the District's Comprehensive Land Use Policy, green infrastructure requirements apply to new or renewed leases.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS
6.01 CONSTRUCTION REQUIREMENT

Intentionally omitted.

6.02 TIME OF CONSTRUCTION

Intentionally omitted.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of Lessor and no compensation therefor shall be allowed or paid to Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from Lessor to Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to Lessee at:

City of Evanston
Attn: Corporation Counsel
Address: 2100 Ridge Ave.
Evanston, IL 60201
T: 847-448-4311
mmasoncup@cityofevanston.org

or to Lessor at: Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by Lessee that neither the right given in this Lease to Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And Lessee, for itself and its assigns, hereby waives its right to any notice from Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, Lessor shall not be obligated to refund to Lessee any sums of money paid by Lessee to Lessor as rentals under the terms of this Lease, and such sums of

money shall be retained by Lessor as liquidated damages, but this provision shall not operate to relieve Lessee of its obligation to pay to Lessor the balance of the rental then due Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty-eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of Lessor, except that the Evanston Wilmette Golf Course Association may continue to operate and maintain the portion of the golf course on the Demised Premises as the sublessee of the City of Evanston consistent with the terms and conditions of this Amendment of Lease Agreement.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

Lessee may, after notice in writing to Lessor, implead Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way Lands of Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by Lessee for the purpose of waterborne commerce. However, Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases Lessor will require Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. Lessee shall implement the beautification plan described in the attached Exhibit "D". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing.

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the Demised Premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of Lessor in connection with Lessee's use of the Demised Premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of Lessor, and shall, at a minimum, state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."

8.06 TREE MITIGATION

A. No alterations, construction or maintenance work upon the Demised Premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Lessee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the Demised Premises necessitates the removal of any trees on District property, Lessee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the Demised Premises, setting forth the number, location and species of trees to be removed.

C. Lessee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the Demised Premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Lessee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit "A", upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA)(42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq., the Illinois Environmental Protection Act (415

ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste,"

"hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting

environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, Lessee indemnifies, exonerates, and holds Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any

property to which Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, Lessee shall give immediate written notice of the same to Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessor may seek recovery from any responsible third party.

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with Lessor its Environmental Site Restoration/Remediation Bond in the penal sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by Lessee and documented as such at the time it is lodged with Lessor. Said Bond shall be in a form approved by Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated

and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Attachment D hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.

K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which

notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds $10,000.00.

M. To the event Lessee installs new underground utilities at the Demised Premises, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to Lessor within 90 days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental

Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to Lessor, showing that the engineer made all appropriate inquiry consistent with

good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. **Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Demised Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as Lessor, in its sole discretion, determines is necessary to protect its interests.**

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: Frank Avila

Frank Avila
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres

Jacqueline Torres, Clerk

CITY OF EVANSTON

By: Wally Bobkiewicz

Title: City Manager

ATTEST

By: Eduardo Gomez

Title: Deputy City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tracy Ito **Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.**

GIVEN under my hand and Notarial Seal this 7th **day of** October, **A.D. 20** 19.

Tracy Ito
Notary Public

My Commission expires:

6/27/22

TRACY ITO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 27, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Wally Bobkiewicz (Name), personally known to me to be the City Manager (Title) of The City of Evanston (Village/Town/City), a municipal corporation, and Eduardo Gomez (Name), personally known to me to be the Deputy City Clerk (Title) of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager (Title) and City Clerk (Title) of said municipal corporation, duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of August, A.D. 2019.

Lindsey Ott
Notary Public

My Commission expires:
9/15/19

42

OFFICIAL SEAL
LINDSEY OTT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/15/19

APPROVED AS TO FORM AND LEGALITY:

James Zabel

Head Assistant Attorney BJD

Susan Maaka

General Counsel

APPROVED:

Brian Berkovich

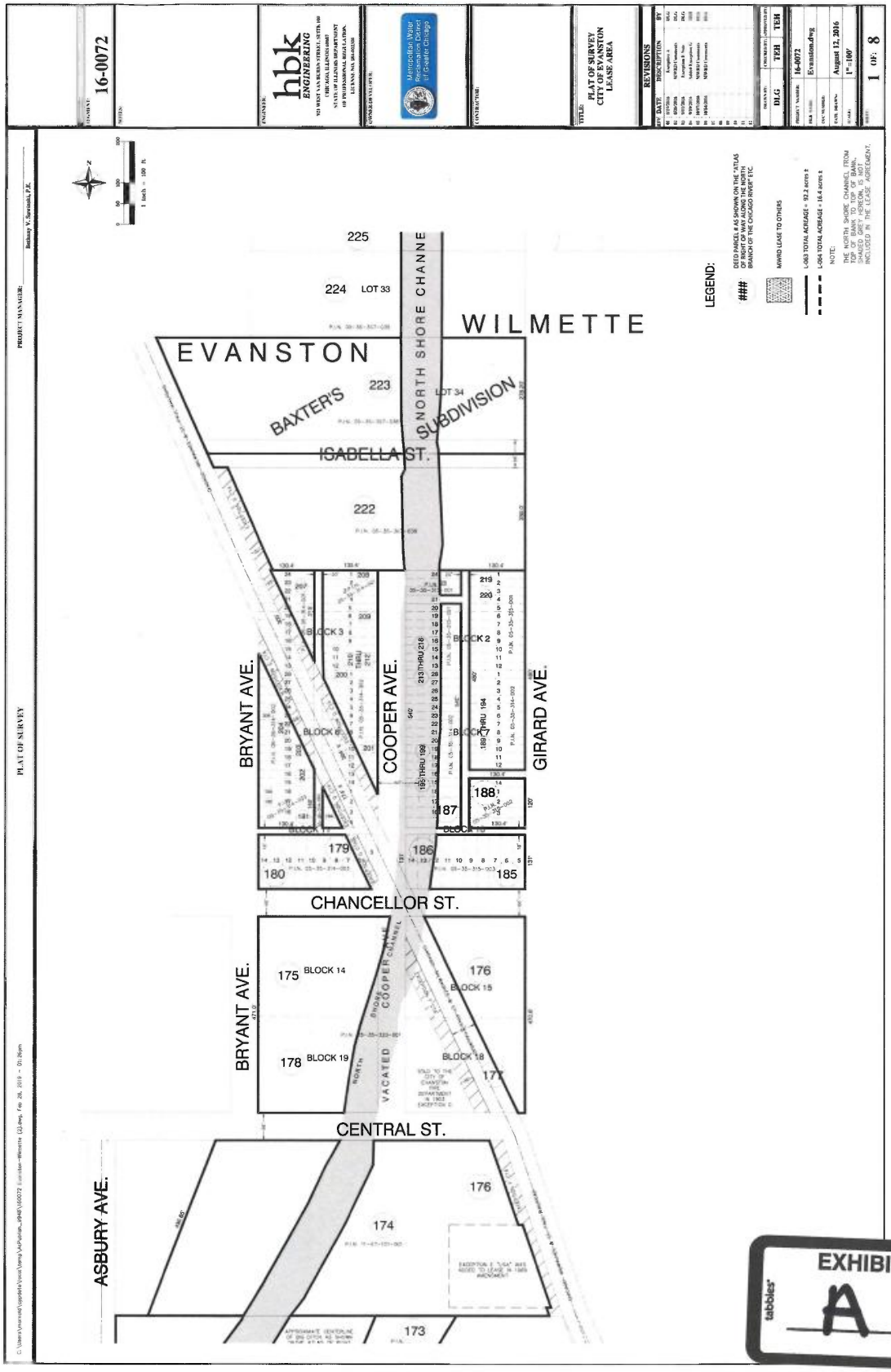
Executive Director

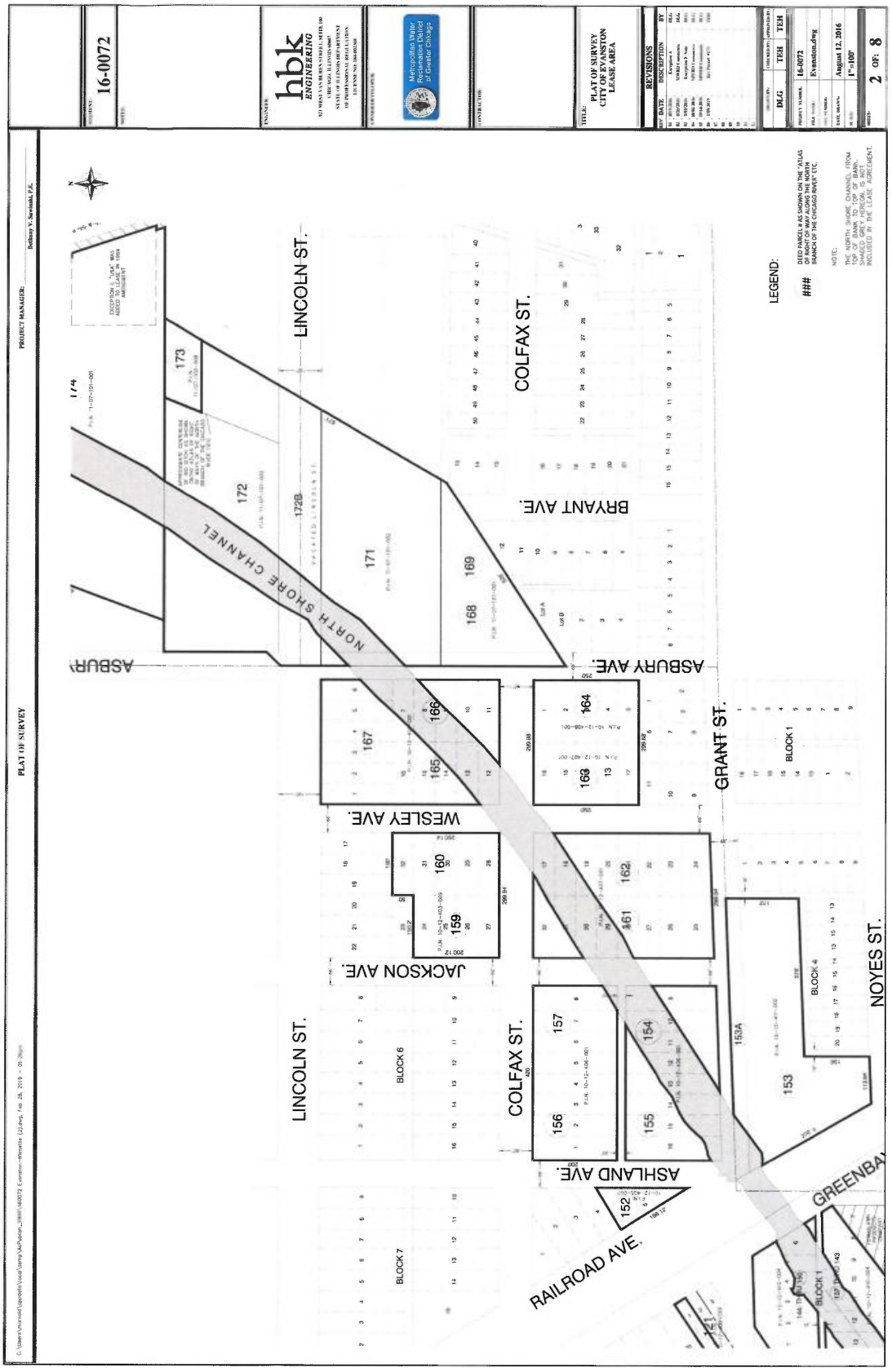
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Fee ✓

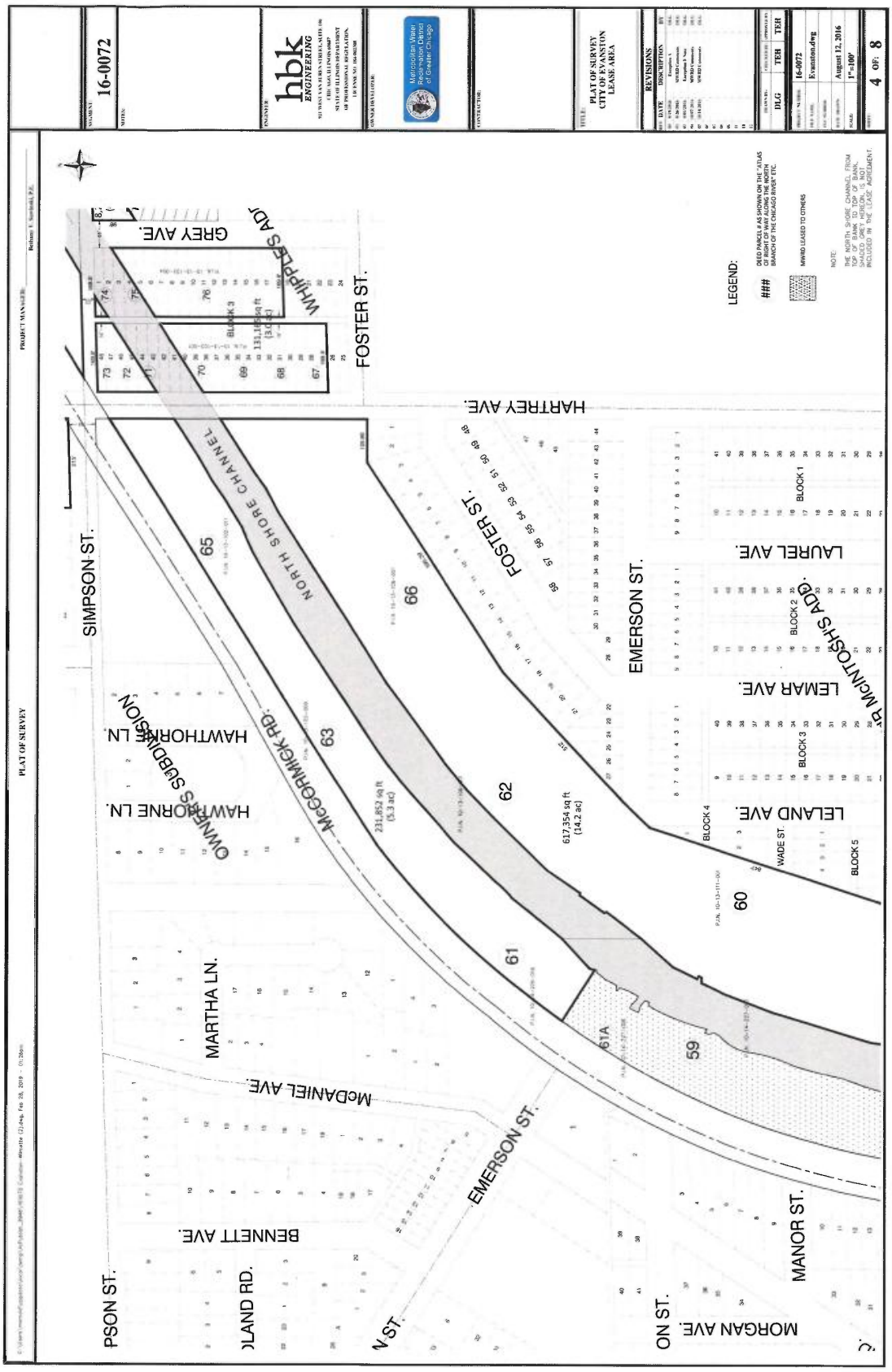
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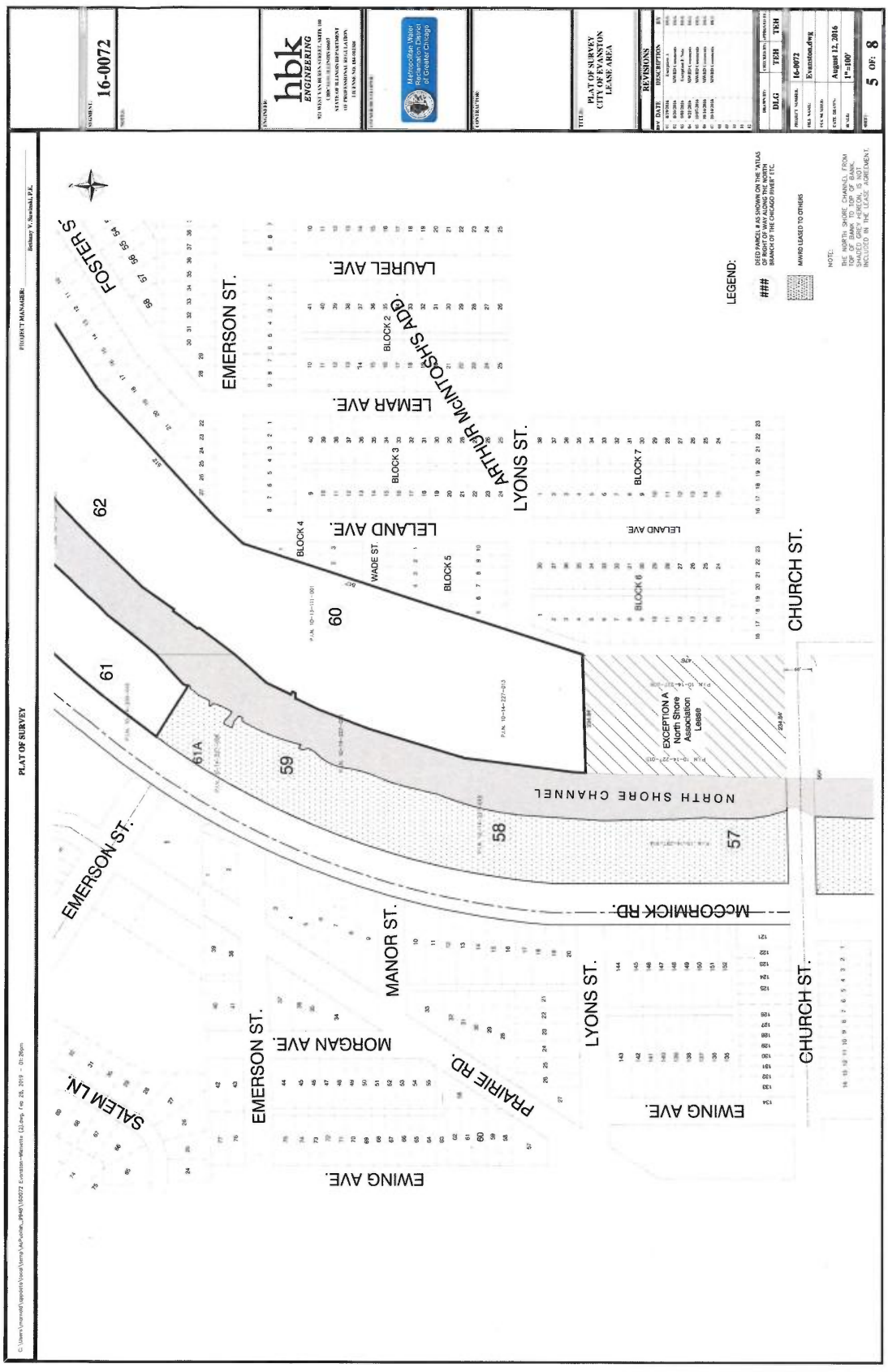
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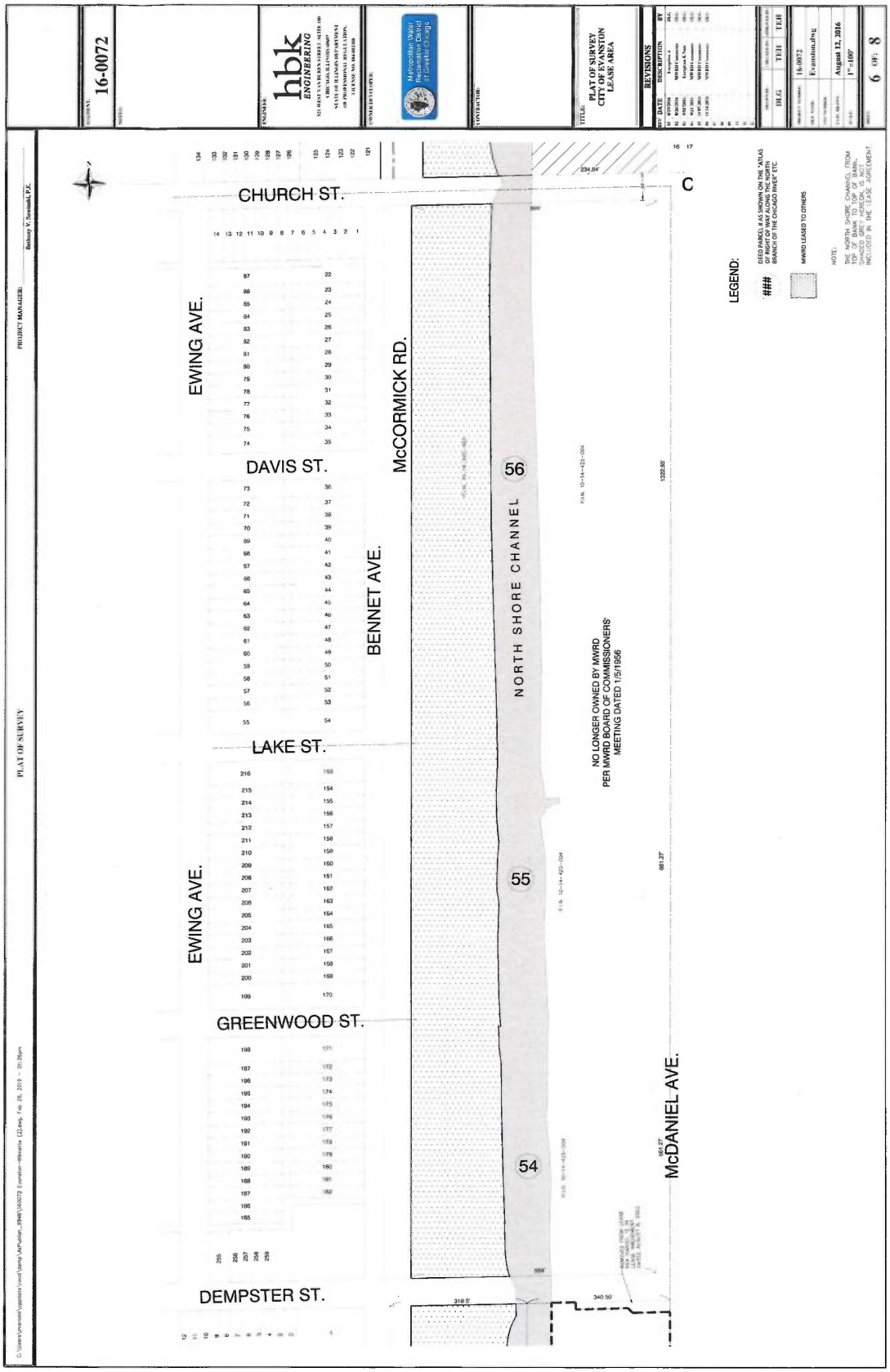

16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1" = 100'
1 OF: 8
PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sternitzke, P.E.
1 inch = 100 ft.
LEGEND:
DEED PARCEL # AS SHOWN ON THE ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASE TO OTHERS
L-063 TOTAL ACREAGE = 92.2 acres ±
L-064 TOTAL ACREAGE = 16.4 acres ±
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, INCLUDING BOTH BANKS, IS NOT INCLUDED IN THE LEASE AGREEMENT.
EVANSTON
WILMETTE
NORTH SHORE CHANNEL
BAXTER'S SUBDIVISION
ISABELLA ST.
BRYANT AVE.
COOPER AVE.
GIRARD AVE.
CHANCELLOR ST.
CENTRAL ST.
ASBURY AVE.
VACATED NORTH SHORE COOPER CHANNEL
BLOCK 3
BLOCK 2
BLOCK 6
BLOCK 7
BLOCK 14
BLOCK 15
BLOCK 19
BLOCK 18
225
224 LOT 33
223 LOT 34
222
219
220
213 THRU 216
193 THRU 199
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EXHIBIT
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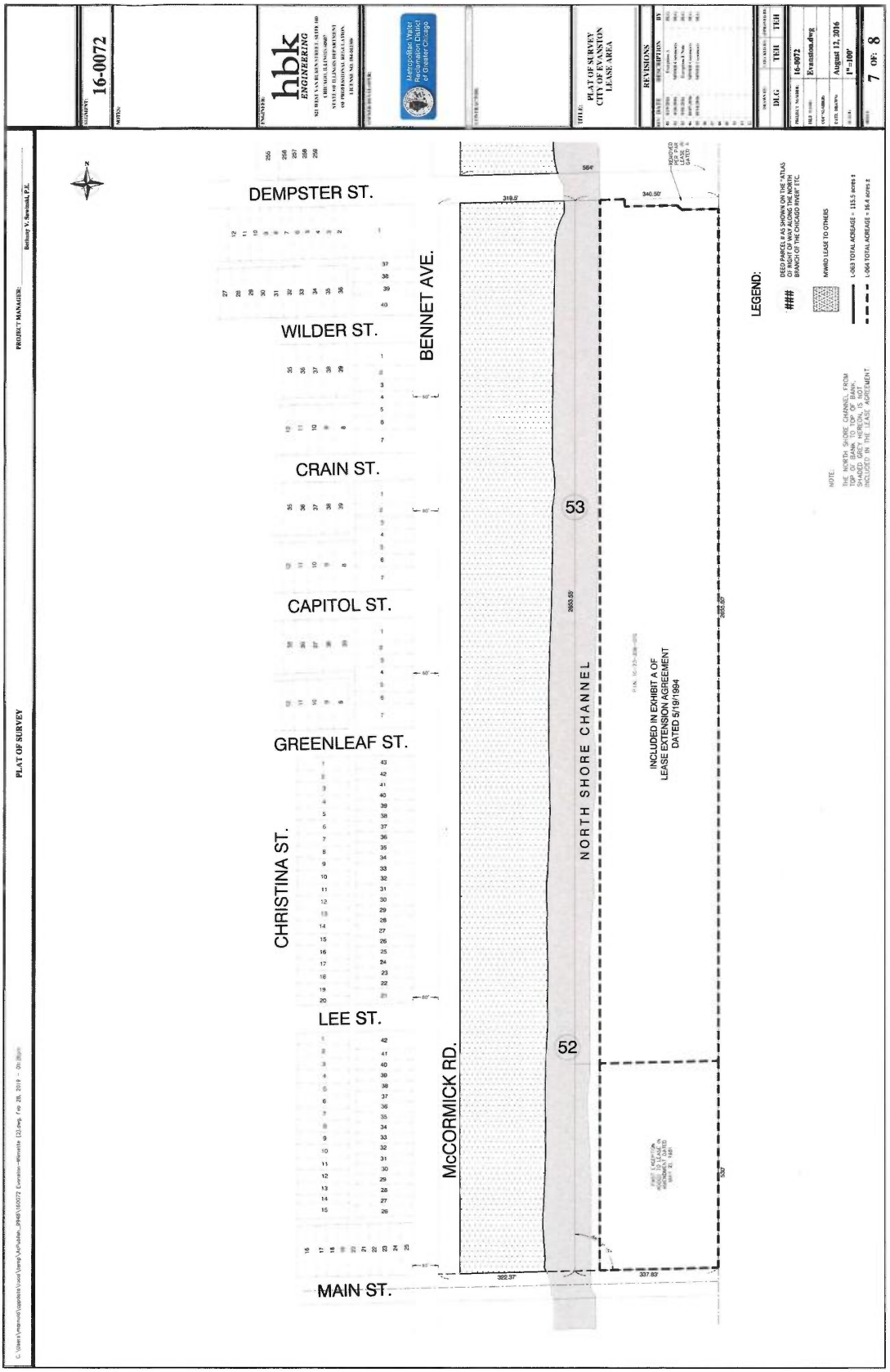

PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Savinski, P.E.
16-0072
hbk ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
2 OF 8
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, INCLUDING ANY PIERS, IS NOT INCLUDED IN THE LEASE AGREEMENT.
LINCOLN ST.
COLFAX ST.
BRYANT AVE.
ASBURY AVE.
GRANT ST.
WESLEY AVE.
JACKSON AVE.
ASHLAND AVE.
RAILROAD AVE.
NOYES ST.
NORTH SHORE CHANNEL
BLOCK 1
BLOCK 4
BLOCK 6
BLOCK 7

16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
August 12, 2016
1"=100'
3 OF 8
PLAT OF SURVEY
LEGEND:
NOTE:
GREENBAY
ASHLAND AVE.
DEWEY AVE.
NOYES ST.
PAYNE ST.
SIMPSON ST.
DARROW AVE.
GRANT ST.
MCCORMICK TRL
DODGE AVE.
BROWNE AVE.
GREY AVE.
HARTREY AVE.
ROBERT COMMONS SUBD.
PARTITION OF PART OF EAST 1/2 OF SW¼ OF SEC. 12-41-13
NORTH SHORE CHANNEL
BRIDGE ST
EXCEPTION B
EXCEPTION C
EXCEPTION D
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12


PLAT OF SURVEY
PROJECT MANAGER:
NUMBER
16-0072
NOTES:
ENGINEER
hbk
ENGINEERING
GRANT FUNDING:
CONTRACTOR:
TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
NO. DATE DESCRIPTION BY
DLG
TEH
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
SHEET
4 OF 8
LEGEND:
DED PARCEL # AS SHOWN ON THE "ATLAS OF CHICAGO SANITARY AND SHIP CANAL AND BRANCH OF THE CHICAGO RIVER" ETC
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SLOPE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.
Metropolitan Water Reclamation District of Greater Chicago
SIMPSON ST.
GREY AVE.
WHIPPLE ST.
FOSTER ST.
HARTREY AVE.
NORTH SHORE CHANNEL
OWNERS SUBDIVISION
HAWTHORNE LN.
HAWTHORNE LN.
McCORMICK RD.
231,852 sq ft
(5.3 ac)
617,354 sq ft
(14.2 ac)
FOSTER ST.
EMERSON ST.
LAUREL AVE.
LEMAR AVE.
LELAND AVE.
WADE ST
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
McINTOSH'S ADD.
MARTHA LN.
McDANIEL AVE.
BENNETT AVE.
MANOR ST.
MORGAN AVE.
EMERSON ST.
PSON ST.
ON ST.
65
66
63
62
61
61A
60
59


PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Surotsky, P.E.
PROJECT NUMBER: 16-0072
hbk ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DRAWN BY: DLG
CHK'D BY: TEH
APPROVED BY: TEH
PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
COG. DATE: August 12, 2016
SCALE: 1"=100'
SHEET: 5 OF: 8
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF DEEDED LAKE AND SUBMERGED LAND PARCELS OF THE CHICAGO RIVER" ETC
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.
EMERSON ST.
FOSTER ST.
LAUREL AVE.
LEMAR AVE.
LELAND AVE.
ARTHUR MCINTOSH'S ADD.
LYONS ST.
CHURCH ST.
WADE ST.
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
61
62
60
59
61A
58
57
NORTH SHORE CHANNEL
EXCEPTION A
North Shore
Association
Lease
MCCORMICK RD.
MANOR ST.
MORGAN AVE.
PRAIRIE RD.
EWING AVE.
SALEM LN.


16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
LER
16-0072
Evanston.dwg
August 12, 2016
1"=100'
6 OF 8
PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sowinski, P.E.
CHURCH ST.
DAVIS ST.
LAKE ST.
GREENWOOD ST.
DEMPSTER ST.
EWING AVE.
EWING AVE.
McCORMICK RD.
BENNET AVE.
McDANIEL AVE.
NORTH SHORE CHANNEL
56
55
54
C
234.84
1322.89
661.27
661.27
319.5'
340.50
NO LONGER OWNED BY MWRD
PER MWRD BOARD OF COMMISSIONERS'
MEETING DATED 1/5/1956
LEGEND:
###
DEED PARCEL # AS SHOWN ON THE "ATLAS OF PROPERTY MAPS OF THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, EXCEPTING DEED PARCEL 5, IS INCLUDED IN THE LEASE AGREEMENT.


DEMPSTER ST.
WILDER ST.
BENNET AVE.
CRAIN ST.
CAPITOL ST.
GREENLEAF ST.
CHRISTINA ST.
LEE ST.
McCORMICK RD.
MAIN ST.
NORTH SHORE CHANNEL
53
52
INCLUDED IN EXHIBIT A OF
LEASE EXTENSION AGREEMENT
DATED 5/19/1994
LEGEND:
MWRD LEASE TO OTHERS
L-063 TOTAL ACREAGE = 115.5 acres ±
L-064 TOTAL ACREAGE = 16.4 acres ±
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
16-0072
7 OF: 8
August 12, 2016
1"=100'
DLG
TEH
TEH

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Simborski, P.E.

LEGAL DESCRIPTION:

THAT PART OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
TAKING AS A POINT OF BEGINNING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 337.63 FEET TO A POINT;
THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 15 SECONDS, AS MEASURED FROM EAST TO NORTH, 2853.55 FEET TO A POINT ON THE NORTH LINE OF SECTION 23,
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 23, 340.50 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 23,
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 2855.60 FEET, MORE OR LESS TO THE POINT OF BEGINNING;
EXCEPT THAT PART THEREOF LYING WESTERLY OF THE TOP OF THE EASTERLY BANK OF THE NORTH SHORE CHANNEL;
AND EXCEPT THAT PART OF SAID SECTION 23 THAT LIES SOUTH OF A LINE THAT IS NORTH OF AND PARALLEL TO AND 530 FEET NORMALLY DISTANT FROM THE SOUTH LINE OF NORTHEAST QUARTER AND EXCEPT THAT PART DEDICATED FOR DEMPSTER STREET, ALL AS SHOWN ON THE PLAT ATTACHED HERETO AND MADE A PART HEREOF MARKED "EXHIBIT A" AND SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS.

AND ALSO:

THAT PART OF THE RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND THAT LIES EASTERLY AND SOUTHEASTERLY OF THE TOP OF THE EASTERLY AND SOUTHEASTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND THE NORTH LINE OF CHURCH STREET, EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(A) NORTH SHORE ASSOCIATION FOR RETARDED CHILDREN:
THE EAST 234.84 FEET OF LOT 13 OF COUNTY CLERK'S DIVISON OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM CHURCH STREET).

(B) COMMUNITY HOSPITAL OF EVANSTON:
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF BRIDGE STREET AND A LINE PARALLEL TO AND 130 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO;
THENCE SOUTHWESTERLY ON SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 2 IN WHIPPLE'S ADDITION TO EVANSTON (A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN);
THENCE SOUTH ON SAID WEST BLOCK LINE TO THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 2;
THENCE EAST ON THE SOUTH LINE OF SAID LOT 37 TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH ON THE EAST LINE OF SAID BLOCK 2 TO ITS INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 7 OF BLOCK 2 OF CULVER'S ADDITION TO EVANSTON (A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE EAST ON THE EXTENDED SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE THEREOF TO THE EAST LINE OF SAID BLOCK 2 OF CULVER'S ADDITION;
THENCE NORTH ON SAID EAST BLOCK LINE AND ITS EXTENSION TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF BRIDGE STREET;
THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY LINE OF BRIDGE STREET TO THE POINT OF BEGINNING.

(C) CITY OF EVANSTON:
LOTS 1, 2, 3 AND 4 OF OWNERS RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN PAYNES ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 14, 15, 16 AND THE NORTH 12 ½ FEET OF LOT 13 IN SAID BLOCK 6, THE ADJOINING VACATED NOYES STREET AND VACATED DEWEY AVENUE AND THE VACATED ALLEY IN SAID BLOCK 6 EXCEPT THOSE PORTIONS OF SAID LOT 16, VACATED NOYES STREET AND VACATED DEWEY AVENUE LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 130 FEET DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND EXCEPT THE EAST 1/5 FEET OF THE NORTH HALF OF SAID VACATED NOYES STREET.

(D) FERMALAWN PRODUCTS COMPANY:
LOTS 7, 8, 9 AND THE EAST HALF OF LOT 10 IN BLOCK 1 IN PAYNE'S ADDITION TO EVANSTON IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID LOT 7 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF GREEN BAY ROAD AND EXCEPT THOSE PORTIONS OF SAID LOTS LYING NORTHWESTERLY OF A LINE 130 FEET NORMALLY DISTANT FROM, PARALLEL TO AND SOUTHEASTERLY OF THE CENTER LINE OF THE NORTH SHORE CHANNEL;
AND ALSO THAT PORTION OF THE NORTH HALF OF VACATED NOYES AVENUE ADJOINING THE PORTIONS OF SAID LOTS DESCRIBED ABOVE.

NOTES:

1. EXCEPTION E IN THE ORIGINAL 1986 LEASE TO THE UNITED STATES OF AMERICA WAS EXCLUDED FROM THE LEASE BUT THEN ADDED TO THE LEASE PER LEASE AMENDMENT DATED JUNE 24, 1989.
2. EXCEPTION G IS THE EVANSTON FIRE DEPARTMENT PARCEL ON CENTRAL AND WAS SOLD IN 1953.

(F) CHICAGO TRANSIT AUTHORITY:
A STRIP OF LAND 30 FEET WIDE LYING SOUTHWESTERLY OF AND ADJACENT TO THE SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE CHICAGO TRANSIT AUTHORITY EXTENDING FROM THE SOUTH LINE OF CENTRAL STREET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 7; ALSO
A STRIP OF LAND IN BLOCKS 15 AND 18 OF THE UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF THE ARCHANGE OUILMETTE RESERVATION, BEING 30 FEET WIDE AND LYING SOUTHWESTERLY OF AND ADJACENT TO SAID SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE TRANSIT AUTHORITY AND EXTENDING NORTHWESTERLY FROM THE NORTH LINE OF SAID CENTRAL STREET TO A LINE 80 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL;
EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN RED ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART THEREOF.

(G) EVANSTON FIRE DEPARTMENT
THOSE PORTIONS OF BLOCKS 15 AND 18 IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE WHICH LIE SOUTHEASTERLY OF A LINE PARALLEL TO AND 100 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTERLINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND SOUTHWESTERLY OF A LINE PARALLEL TO AND 30 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THE 60 FOOT WIDE RIGHT OF WAY OWNED BY THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD COMPANY; CONTAINING FORTY-EIGHT HUNDREDTHS (0.48) ACRES, MORE OR LESS, SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK, AND STATE OF ILLINOIS.

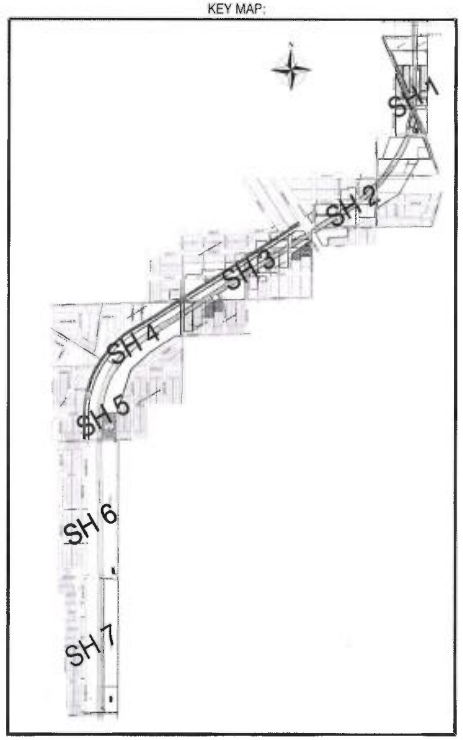
THAT PART OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO THAT LIES WESTERLY AND NORTHWESTERLY OF THE TOP OF THE WESTERLY AND NORTHWESTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND TO THE NORTH LINE OF EVANSTON-ELGIN ROAD (EMERSON-SIMPSON STREET) EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL, THERE WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(H) CHICAGO TRANSIT AUTHORITY:
THE STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF THE IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE NORTHEASTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID 70 FOOT RIGHT OF WAY AND EXTENDING FROM THE NORTH LINE OF SAID SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION TO A LINE WHICH IS 60 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL; ALSO
A STRIP OF LAND 30 FEET WIDE LYING NORTHEASTERLY OF AND ADJACENT TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PRESENT 60 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND EXTENDING ACROSS THE NORTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION, EXCEPTING THEREFROM ISABELLA STREET; ALSO
A STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GECRGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF SAID 70 FOOT RIGHT OF WAY EXTENDING FROM THE WEST LINE OF SAID BLOCK 3 OF IRA BROWN'S SUBDIVISION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL, AND EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN McCORMICK ROAD, PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN YELLOW ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

EVANSTON LEASE HISTORY

1. DOC: L-064 EVANSTON 9-16-1965, LEASE (064) DATED 9/16/1965, INCLUDES DEED PARCELS 74 AND 76, DEMPSTER TO MAIN ST.
2. DOC: EVANSTON 10-14-1986, LEASE (063) DATED 10/14/1986, IS THE GOLF COURSE LEASE FROM THE EVANSTON/WILMETE BORDER SOUTH TO THE NORTH LINE OF CHURCH STREET.
3. DOC: EVANSTON 8-24-1989, AMENDMENT TO LEASE DATED 8-24-1989, AMENDS THE INITIAL LEASE TERMINATING PARAGRAPH "E" USA FROM THE LEASE.
4. DOC: L-064 EVANSTON 9-21-1978, LEASE (064) EXTENSION DATED 9-21-1978, EXTENDS LEASE FOR DEED PARCELS 74 AND 76 TO YEAR 2000
5. DOC: EVANSTON 9-21-1978, LEASE (063) EXTENSION DATED 9-21-1978, EXTENDS GOLF COURSE LEASE TO YEAR 2000.
6. DOC: L-064 EVANSTON 8-21-1981, AMENDMENT TO LEASE DATED 5-21-1981, ADDS LAND TO THE LEASE FROM THE NORTH ROW OF MAIN ST NORTH TO THE EXISTING LEASE PARCEL.
7. DOC: EVANSTON 4-21-1994, LEASE (063 & 064) EXTENSION DATED 4-21-1994, EXTENDS BOTH LEASES TO MAY 31, 2032, NCLUDES BOTH INITIAL LEASES AND AMENDMENTS; BUT DOES NOT MENTION THE 1981 ADDITION OF LAND NORTH OF MAIN ST.
8. DOC: L-064 EVANSTON 8-8-2002, AMENDMENT TO LEASE 064 DATED REV 10-24-2002, REMOVES LAND FROM LEASE APPROXIMATELY 0.05+/- ACRES ALONG THE SOUTH ROW LINE OF DEMPSTER THAT IS TAKEN FOR ROW.
9. DOC: EVANSTON 9-9-2004, AMENDMENT TO LEASE 063 DATED 9-9-2004, REMOVES A 15'X177' STRIP OF LAND ADJACENT TO 2145 GREY AVE AND SELLS IT TO 2145 GREY AVE.

KEY MAP:



TOTAL ACREAGE FOR L-063 = 92.2 ACRES ±
TOTAL ACREAGE FOR L-064 = 16.4 ACRES ±

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, HBK ENGINEERING, LLC, DO HEREBY DECLARE THAT THE PLAT HEREON DRAWN WAS PREPARED FROM EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF AUGUST, A.D. 2016.

BY: _____
THOMAS L. HAGENSEE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2419
LICENSE EXPIRES NOVEMBER 30, 2016

THOMAS E. HAGENSEE 2419 ILLINOIS LAND SURVEYOR STATE OF ILLINOIS

SEGMENT: 16-0072

NOTES:

ENGINEER:
hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO. 184-002208

OWNER/DEVELOPER:
Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

REV	DATE	DESCRIPTION	BY
R1	8/19/2016	Exception A	
R2	8/26/2016	MWRD Comments	
R3	9/01/2016	Exception E Note	
R4	9/09/16	Revised Legal Description	
R5	10/05/2016	MWRD Comments	
R6	10/14/2016	MWRD Comments	
R7	2/09/2019	Rev Lease 063 Area	
R8			
R9			
R10			
R11			
R12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER:	16-0072
FILE NAME:	Evanston.dwg
DATE PLOTTED:	August 12, 2016

SHEET: 8 OF: 8

16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
PLAT OF SURVEY
PROJECT MANAGER:
Bethany N. Borowiak, P.E.
1 Inch = 100 ft.
EVANSTON
WILMETTE
NORTH SHORE CHANNEL
BAXTER'S SUBDIVISION
ISABELLA ST.
CHANCELLOR ST.
CENTRAL ST.
ASBURY AVE.
BRYANT AVE.
COOPER AVE.
GIRARD AVE.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 10
BLOCK 14
BLOCK 15
BLOCK 18
BLOCK 19
VACATED COOPER CHANNEL
225
224
LOT 33
223
LOT 34
222
188
187
186
185
180
179
176
175
178
174
173
LEGEND
DEED PARCEL # AS SHOWN ON THE ATLAS OF RIGHT-OF-WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASE TO OTHERS
L-963 TOTAL ACREAGE = 92.2 acres ±
L-964 TOTAL ACREAGE = 18.4 acres ±
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHALL BE EXCLUDED AS NOT INCLUDED IN THE LEASE AGREEMENT.
JJLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1" = 100'
1 OF: 8
EXHIBIT
B

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Sawinski, P.E.



16-0072

ENGINEER:
hbk ENGINEERING
923 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO: 184-002308

Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

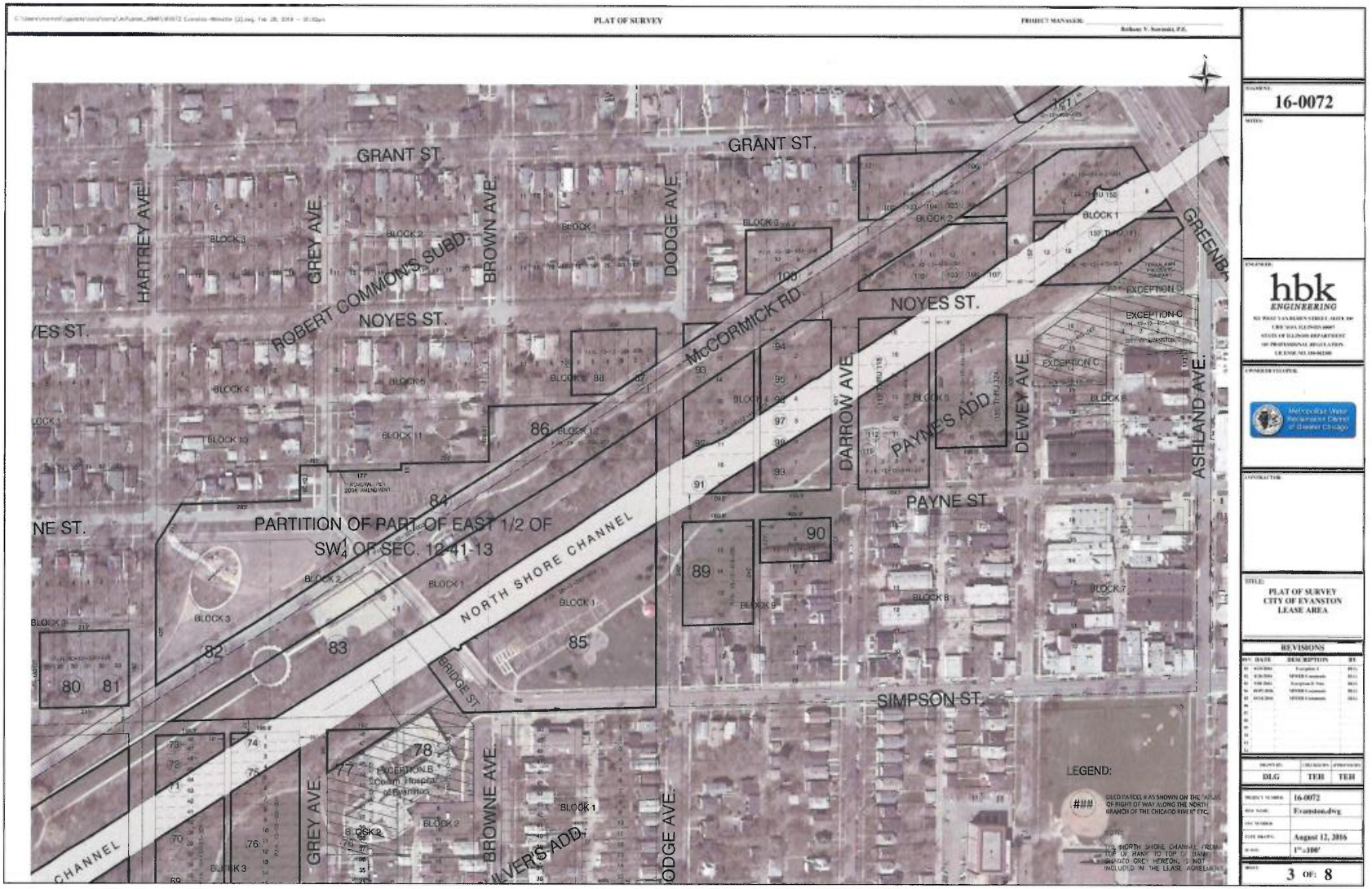
REVISIONS

REV	DATE	DESCRIPTION	BY
01	8/19/2016	Exception A	DLG
02	8/26/2016	MWRD Comments	DLG
03	9/01/2016	Exception E Note	DLG
04	10/05/2016	MWRD Comments	DLG
05	10/14/2016	MWRD Comments	DLG
06	1/09/2017	As-Parcel #172	DLG

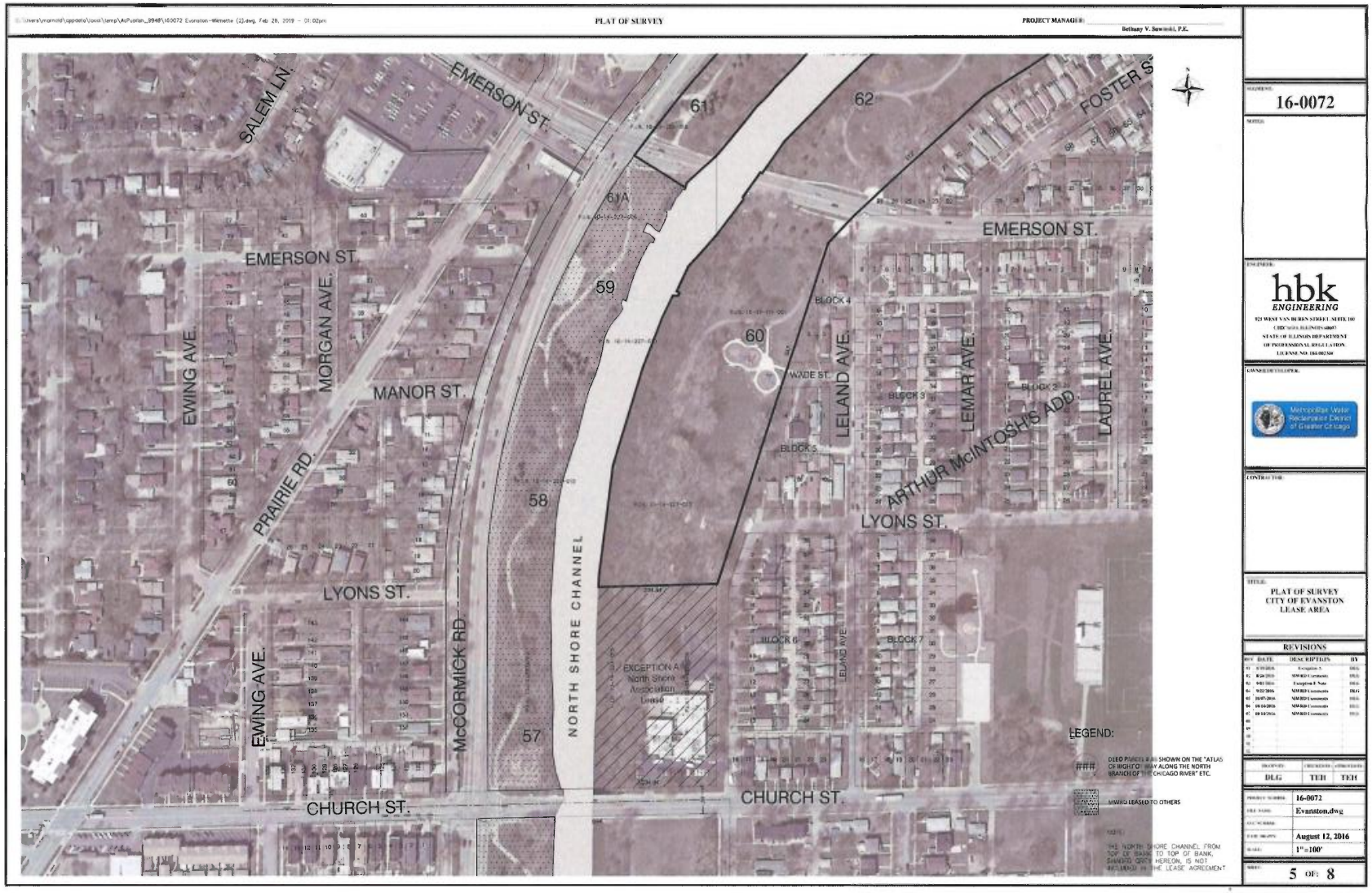
DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER:	16-0072
FILE NAME:	Evanston.dwg
DATE:	August 12, 2016
SCALE:	1"=100'

2 OF: 8

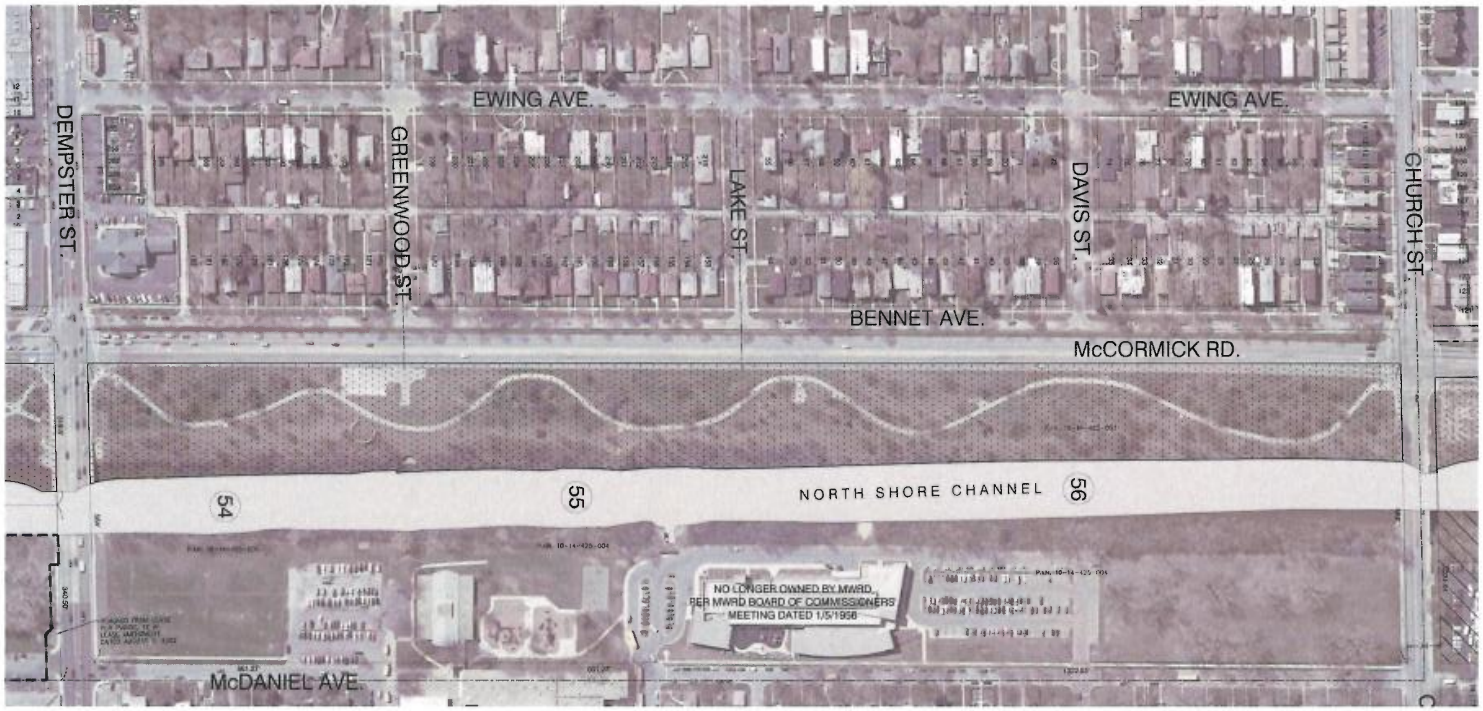

PLAT OF SURVEY
PROJECT MANAGER:
GRANT ST.
GRANT ST.
HARTREY AVE.
GREY AVE.
BROWN AVE.
DODGE AVE.
ROBERT COMMON'S SUBD.
NOYES ST.
NOYES ST.
McCORMICK RD.
DARROW AVE.
PAYNE'S ADD
DEWEY AVE.
ASHLAND AVE.
PAYNE ST.
PARTITION OF PART OF EAST 1/2 OF SW¼ OF SEC. 12-41-13
NORTH SHORE CHANNEL
BRIDGE ST.
SIMPSON ST.
BROWNE AVE.
SILVER'S ADD.
EXCEPTION B
Evanston Hospital
EXCEPTION C
EXCEPTION D
LEGEND:
16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
3 OF 8

PLAT OF SURVEY
PROJECT MANAGER
16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
4 OF 8
SIMPSON ST.
GREY AVE.
FOSTER ST.
HARTREY AVE.
NORTH SHORE CHANNEL
MCCORMICK RD.
HAWTHORNE LN.
OWNERS SUBDIVISION
MARTHA LN.
McDANIEL AVE.
BENNETT AVE.
EMERSON ST.
LAUREL AVE
LEMAR AVE
LELAND AVE.
McINTOSH'S ADD.
WADE ST.
MANOR ST.
MORGAN AVE.
LEGEND:
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
61
61A
62
63
65
66
59
60


PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sawinski, P.E.
SALEM LN.
EMERSON ST.
61
62
FOSTER ST.
61A
EMERSON ST.
EMERSON ST.
59
60
BLOCK 4
WADE ST.
LELAND AVE.
LEMAR AVE.
LAUREL AVE.
BLOCK 3
BLOCK 2
ARTHUR McINTOSH'S ADD.
EWING AVE.
MORGAN AVE.
MANOR ST.
PRAIRIE RD.
BLOCK 5
LYONS ST.
58
NORTH SHORE CHANNEL
LYONS ST.
EWING AVE.
McCORMICK RD.
BLOCK 6
BLOCK 7
EXCEPTION A
North Shore Association Deed
57
CHURCH ST.
CHURCH ST.
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHTS OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASED TO OTHERS
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT
16-0072
hbk
ENGINEERING
923 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO: 184.002360
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
5 OF 8

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Nowinski, P.E.



LEGEND:

DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.

MWRD LEASED TO OTHERS

NOTE:

THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.

16-0072

NOTES:

ENGINEER:

hbk
ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184.002308

OWNER/DEVELOPER:

Metropolitan Water Reclamation District of Greater Chicago

CONSULTANT FOR:

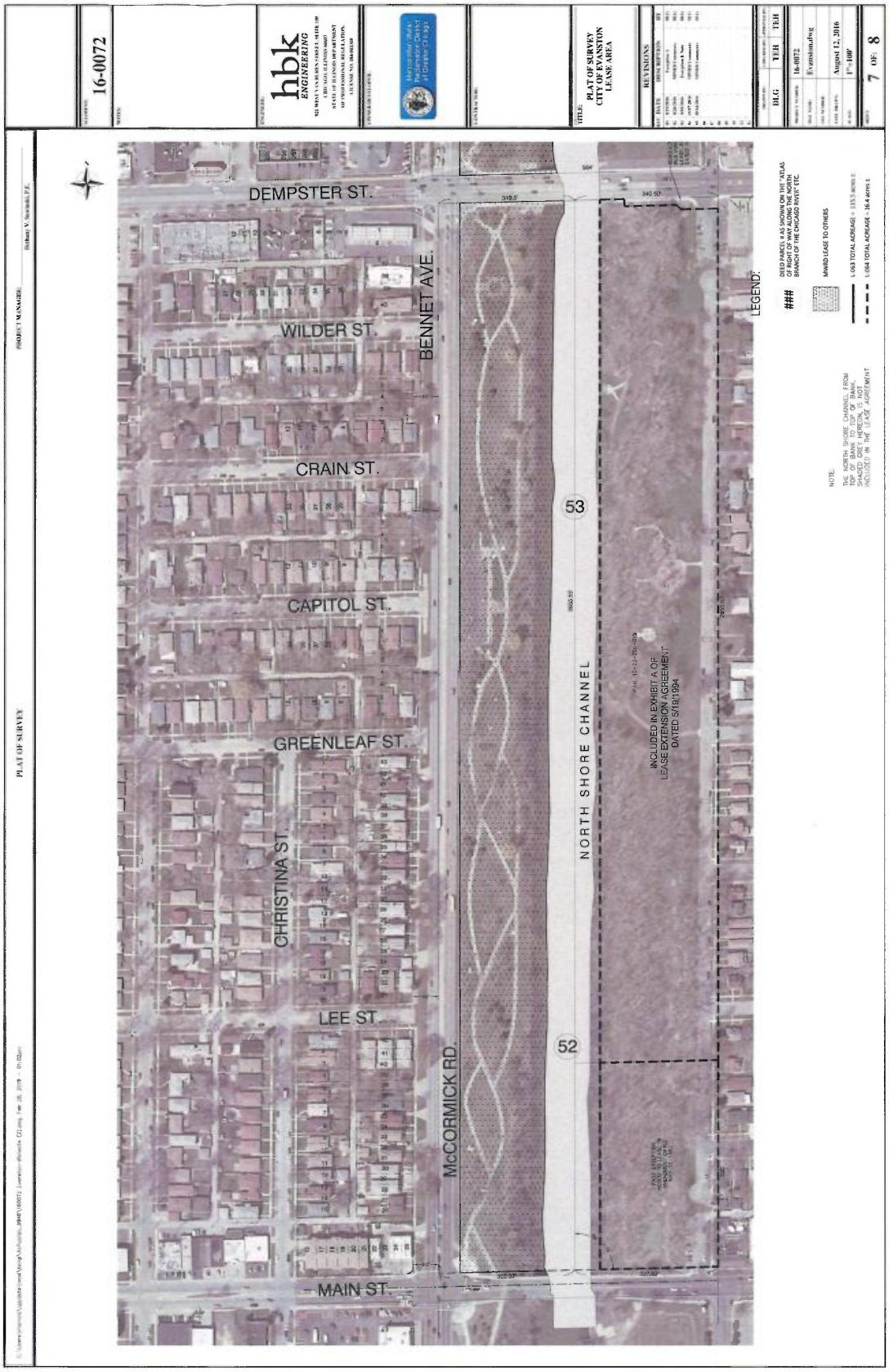
TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

REV	DATE	DESCRIPTION	BY
1	8/19/2016	Exception A	DLG
2	8/26/2016	MWRD Comments	DLG
3	9/01/2016	Exception E Note	DLG
4	9/21/2016	MWRD Comments	DLG
5	10/07/2016	MWRD Comments	DLG
6	10/18/2016	MWRD Comments	DLG

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
DATE CREATED: August 12, 2016
SCALE: 1"=100'
SHEET: 6 OF: 8


16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
DEMPSTER ST.
WILDER ST.
CRAIN ST.
CAPITOL ST.
GREENLEAF ST.
LEE ST.
MAIN ST.
BENNET AVE.
CHRISTINA ST.
McCORMICK RD.
NORTH SHORE CHANNEL
53
52
LEGEND:
INCLUDED IN EXHIBIT A OF
LEASE EXTENSION AGREEMENT
DATED 5/19/1994
MWRD LEASE TO OTHERS
NOTE:
August 12, 2016
1"=100'
7 OF 8

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Steinfeldt, P.E.

LEGAL DESCRIPTION:

THAT PART OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
TAKING AS A POINT OF BEGINNING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 337.63 FEET TO A POINT;
THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 15 SECONDS, AS MEASURED FROM EAST TO NORTH, 2653.55 FEET TO A POINT ON THE NORTH LINE OF SECTION 23,
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 23, 340.50 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 23,
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 2655.60 FEET, MORE OR LESS TO THE POINT OF BEGINNING;
EXCEPT THAT PART THEREOF LYING WESTERLY OF THE TOP OF THE EASTERLY BANK OF THE NORTH SHORE CHANNEL;
AND EXCEPT THAT PART OF SAID SECTION 23 THAT LIES SOUTH OF A LINE THAT IS NORTH OF AND PARALLEL TO AND 530 FEET NORMALLY DISTANT FROM THE SOUTH LINE OF NORTHEAST QUARTER AND EXCEPT THAT PART DEDICATED FOR DEMPSTER STREET, ALL AS SHOWN ON THE PLAT ATTACHED HERETO AND MADE A PART HEREOF MARKED "EXHIBIT A" AND SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS.

AND ALSO:

THAT PART OF THE RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND THAT LIES EASTERLY AND SOUTHEASTERLY OF THE TOP OF THE EASTERLY AND SOUTHEASTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND THE NORTH LINE OF CHURCH STREET, EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(A) NORTH SHORE ASSOCIATION FOR RETARDED CHILDREN:
THE EAST 234.84 FEET OF LOT 13 OF COUNTY CLERK'S DIVISION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM CHURCH STREET).

(B) COMMUNITY HOSPITAL OF EVANSTON:
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF BRIDGE STREET AND A LINE PARALLEL TO AND 130 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO;
THENCE SOUTHWESTERLY ON SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 2 IN WHIPPLE'S ADDITION TO EVANSTON (A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN);
THENCE SOUTH ON SAID WEST BLOCK LINE TO THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 2;
THENCE EAST ON THE SOUTH LINE OF SAID LOT 37 TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH ON THE EAST LINE OF SAID BLOCK 2 TO ITS INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 7 OF BLOCK 2 OF CULVER'S ADDITION TO EVANSTON (A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE EAST ON THE EXTENDED SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE THEREOF TO THE EAST LINE OF SAID BLOCK 2 OF CULVER'S ADDITION;
THENCE NORTH ON SAID EAST BLOCK LINE AND ITS EXTENSION TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF BRIDGE STREET;
THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY LINE OF BRIDGE STREET TO THE POINT OF BEGINNING.

(C) CITY OF EVANSTON:
LOTS 1, 2, 3 AND 4 OF OWNERS RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN PAYNES ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 14, 15, 16 AND THE NORTH 12 ½ FEET OF LOT 13 IN SAID BLOCK 6, THE ADJOINING VACATED NOYES STREET AND VACATED DEWEY AVENUE AND THE VACATED ALLEY IN SAID BLOCK 6 EXCEPT THOSE PORTIONS OF SAID LOT 16, VACATED NOYES STREET AND VACATED DEWEY AVENUE LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 130 FEET DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND EXCEPT THE EAST 1/3 FEET OF THE NORTH HALF OF SAID VACATED NOYES STREET.

(D) FERMALAWN PRODUCTS COMPANY:
LOTS 7, 8, 9 AND THE EAST HALF OF LOT 10 IN BLOCK 1 IN PAYNE'S ADDITION TO EVANSTON IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID LOT 7 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF GREEN BAY ROAD AND EXCEPT THOSE PORTIONS OF SAID LOTS LYING NORTHWESTERLY OF A LINE 130 FEET NORMALLY DISTANT FROM, PARALLEL TO AND SOUTHEASTERLY OF THE CENTER LINE OF THE NORTH CHANNEL;
AND ALSO THAT PORTION OF THE NORTH HALF OF VACATED NOYES AVENUE ADJOINING THE PORTIONS OF SAID LOTS DESCRIBED ABOVE.

NOTES:

1. EXCEPTION E IN THE ORIGINAL 1986 LEASE TO THE UNITED STATES OF AMERICA WAS EXCLUDED FROM THE LEASE BUT THEN ADDED TO THE LEASE PER LEASE AMENDMENT DATED JUNE 24, 1969.
2. EXCEPTION G IS THE EVANSTON FIRE DEPARTMENT PARCEL ON CENTRAL AND WAS SOLD IN 1953.

(F) CHICAGO TRANSIT AUTHORITY:
A STRIP OF LAND 30 FEET WIDE LYING SOUTHWESTERLY OF AND ADJACENT TO THE SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE CHICAGO TRANSIT AUTHORITY EXTENDING FROM THE SOUTH LINE OF CENTRAL STREET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 7; ALSO
A STRIP OF LAND IN BLOCKS 15 AND 18 OF THE UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF THE ARCHANGE OUILMETTE RESERVATION, BEING 30 FEET WIDE AND LYING SOUTHWESTERLY OF AND ADJACENT TO SAID SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE TRANSIT AUTHORITY AND EXTENDING NORTHWESTERLY FROM THE NORTH LINE OF SAID CENTRAL STREET TO A LINE 80 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL;
EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN RED ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART THEREOF.

(G) EVANSTON FIRE DEPARTMENT
THOSE PORTIONS OF BLOCKS 15 AND 18 IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE WHICH LIE SOUTHEASTERLY OF A LINE PARALLEL TO AND 100 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTERLINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND SOUTHWESTERLY OF A LINE PARALLEL TO AND 30 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THE 80 FOOT WIDE RIGHT OF WAY OWNED BY THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD COMPANY, CONTAINING FORTY-EIGHT HUNDREDTHS (0.48) ACRES, MORE OR LESS, SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK, AND STATE OF ILLINOIS.

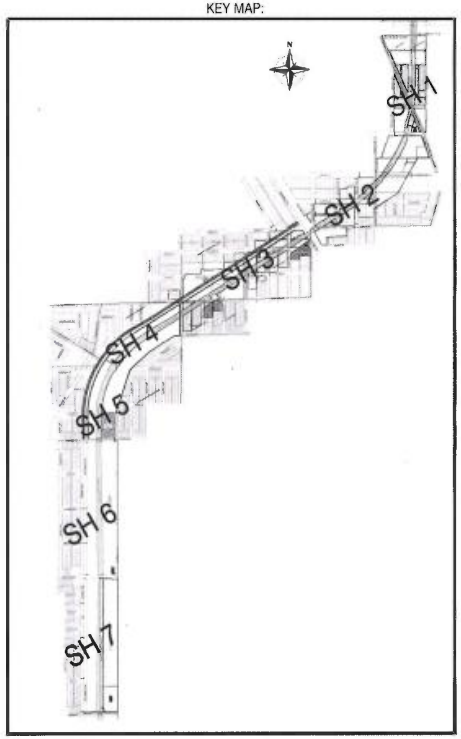
THAT PART OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO THAT LIES WESTERLY AND NORTHWESTERLY OF THE TOP OF THE WESTERLY AND NORTHWESTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND TO THE NORTH LINE OF EVANSTON-ELGIN ROAD (EMERSON-SIMPSON STREET) EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL, THERE WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(H) CHICAGO TRANSIT AUTHORITY:
THE STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF THE IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE NORTHEASTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID 70 FOOT RIGHT OF WAY AND EXTENDING FROM THE NORTH LINE OF SAID SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL; ALSO
A STRIP OF LAND 30 FEET WIDE LYING NORTHEASTERLY OF AND ADJACENT TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PRESENT 60 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND EXTENDING ACROSS THE NORTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION, EXCEPTING THEREFROM ISABELLA STREET; ALSO
A STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF SAID 70 FOOT RIGHT OF WAY EXTENDING FROM THE WEST LINE OF SAID BLOCK 3 OF IRA BROWN'S SUBDIVISION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL AND EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN McCORMICK ROAD, PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN YELLOW ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

EVANSTON LEASE HISTORY

1. DOC: L-064 EVANSTON 9-16-1965, LEASE (064) DATED 9/16/1965. INCLUDES DEED PARCELS 74 AND 76, DEMPSTER TO MAIN ST.
2. DOC: EVANSTON 10-14-1986, LEASE (063) DATED 10/14/1986, IS THE GOLF COURSE LEASE FROM THE EVANSTON/WILMETE BORDER SOUTH TO THE NORTH LINE OF CHURCH STREET.
3. DOC: EVANSTON 6-24-1969, AMENDMENT TO LEASE DATED 6-24-1969, AMENDS THE INITIAL LEASE TERMINATING PARAGRAPH "E" USA FROM THE LEASE.
4. DOC: L-064 EVANSTON 9-21-1978, LEASE (084) EXTENSION DATED 9-21-1978, EXTENDS LEASE FOR DEED PARCELS 74 AND 76 TO YEAR 2000
5. DOC: EVANSTON 9-21-1978, LEASE (063) EXTENSION DATED 9-21-1978, EXTENDS GOLF COURSE LEASE TO YEAR 2000.
6. DOC: L-064 EVANSTON 5-21-1981, AMENDMENT TO LEASE DATED 5-21-1981, ADDS LAND TO THE LEASE FROM THE NORTH ROW OF MAIN ST NORTH TO THE EXISTING LEASE PARCEL.
7. DOC: EVANSTON 4-21-1994, LEASE (063 & 064) EXTENSION DATED 4-21-1994, EXTENDS BOTH LEASES TO MAY 31, 2032. INCLUDES BOTH INITIAL LEASES AND AMENDMENTS; BUT DOES NOT MENTION THE 1981 ADDITION OF LAND NORTH OF MAIN ST.
8. DOC: L-064 EVANSTON 8-8-2002, AMENDMENT TO LEASE 064 DATED REV 10-24-2002, REMOVES LAND FROM LEASE APPROXIMATELY 0.05+/- ACRES ALONG THE SOUTH ROW LINE OF DEMPSTER THAT IS TAKEN FOR ROW.
9. DOC: EVANSTON 9-9-2004, AMENDMENT TO LEASE 063 DATED 9-9-2004, REMOVES A 15'X177' STRIP OF LAND ADJACENT TO 2145 GREY AVE AND SELLS IT TO 2145 GREY AVE.

KEY MAP:



TOTAL ACREAGE FOR L-063 = 92.2 ACRES ±
TOTAL ACREAGE FOR L-064 = 16.4 ACRES ±

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, HBK ENGINEERING, LLC, DO HEREBY DECLARE THAT THE PLAT HEREON DRAWN WAS PREPARED FROM EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF AUGUST, A.D. 2016.

BY: Thomas E. Hagensen
THOMAS E. HAGENSEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2419
LICENSE EXPIRES NOVEMBER 30, 2018

THOMAS E. HAGENSEN 035-002419 ILLINOIS PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ELMHURST, ILLINOIS

SEGMENT: 16-0072

NOTES:

ENGINEER:
hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO. 184-001208

OWNER/DEVELOPER:
Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

DAY	DATE	DESCRIPTION	BY
01	8/19/2016	Exception G	MLG
02	8/26/2016	MWRD Comments	ELG
03	9/01/2016	Exception E Note	MLG
04	9/09/16	Revised Legal Description	TEH
05	10/07/2016	MWRD Comments	MLG
06	10/27/2016	MWRD Comments	ELG
07	11/01/2016	Rev Lease 063 Area	TEH
08			
09			
10			
11			
12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
DATE ISSUED: August 12, 2016
SCALE:
SHEET: 8 OF: 8

Metropolitan Water Reclamation District of Greater Chicago
Green Infrastructure ("GI") Program Form
(Complete All Applicable Sections Fully)

1) Lessee's Name: _____

2) Leased Premises: •Address: _____ •District Channel Atlas Parcel No.: _____
Street City/Township
•Approx. # of acres: _____ •Approx. surface area of impervious surfaces (e.g., paved surfaces, rooftops): _____ sq. ft.

3) Location of GI: (check one box) ☐ on Leased Premises ☐ off-site ☐ both

•If off-site, address where GI will be installed: _____
Street City/Township Permanent Index Number

4) Do you have Green Infrastructure Project Plans stamped by a licensed professional engineer? ☐ Yes ☐ No

•If yes, enclose your Project Plans with this form. The Plans must specify the maximum available retention capacity of the project in any individual storm event, and the calculations used to determine the project's retention capacity in gallons.
•If no, refer to the chart below to determine your GI project's Design Retention Capacity ("DRC"). A site drawing that adequately depicts the location of all buildings, impervious surfaces, and proposed GI, as well as a cross-section detail of the proposed GI, must be enclosed with this form.

Technology	Quantity	Unit	DRC (in gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

5) Technology, Quantity, and DRC in gallons to be provided: (check each applicable box and fill in each corresponding blank)

☐ Rain Gardens	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Native Plants/Landscaping	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Stormwater Trees	(Quantity: _____ trees)	(DRC: _____ gallons)
☐ Porous Pavement	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Bio-Swales	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Green Roofs	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Greenways	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Other (specify): _____	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)

6) FOR PUBLIC (GOVERNMENTAL) LEASES ONLY: Calculations:: Public lease tenants must provide volume control storage equal to the capture of 1 inch of runoff (or .083 feet) from impervious surfaces located or to be located on the Leased Premises or 5,000 gallons per leased acre, whichever results in greater retention. All public lease tenants must fill in the blanks for each of the following calculations to determine which method results in greater retention:

•Method 1 = _____ sq. ft. of impervious surfaces x 0.083 ft. x 7.48 gallons per cubic foot = _____ gallons

•Method 2 = _____ acres being leased x 5,000 gallons per leased acre = _____ gallons

7) FOR PRIVATE (NON-GOVERNMENTAL) LEASES ONLY: Credit: The District offers its private lease tenants a credit equal to 50¢ on the dollar, up to 10% of the annual rent owed, for the first 10 years of their lease with the District for expenditures pertaining to approved GI. Consult your lease agreement for a full list of exclusions and reservations. All requests for credit must a) be in writing, b) state the total credit requested in a given rental year, c) be accompanied by official invoices indicating the amount of such expenditures, and d) be promptly delivered to the Metropolitan Water Reclamation District of Greater Chicago, 100 East Erie, 3rd floor, Chicago, IL 60611, Attn: Law Department, Real Estate Division.

8) Watershed Management Ordinance ("WMO"): GI provided herein must be above and beyond what is required under the District's WMO. Article 503 of the WMO, in particular, requires non-residential development or redevelopment greater than ½ acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. If the WMO requirements apply to the leased premises, provide:

•WMO Permit No(s): _____ •Volume Control in Gallons Required under WMO: _____

9) Completion date when all GI will be installed: _____ / _____ / 20_____

CERTIFICATION: I certify that I am an authorized representative of Lessee, that the information contained in this form and its attachments is true and correct to the best of my knowledge, and that the GI referenced herein is not a pre-existing site condition nor required by federal, state, or local law, including the District's ordinances and policies other than the GI provisions contained in the District's Comprehensive Land Use Policy.

Date: _____ Signature: _____
Printed Name: _____
Title: _____

For MWRD Use Only:
The tenant is authorized to install GI at the location, and in the manner, indicated on this form and its attachments.

Approved By: _____ Date: _____

EXHIBIT C

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Green Infrastructure ("GI") Program Annual Certification

1) Lessee's Name: _____

2) Date of Lease Agreement: _____/_____/20_____

3) Check box indicating where GI was installed: (check one)

□ Leased Premises □ Off-Site

4) Address of Leased Premises or Off-Site GI:

_____

Street City/Township District Channel Atlas Parcel No. or PIN

5) Please attach to this Certification photographs taken within the last six months depicting the approved green infrastructure installed on the leased premises or off-site location.

As an authorized representative of Lessee, I hereby certify that the green infrastructure that was installed at the above-referenced premises as part of the District's Green Infrastructure Program continues to this day to be maintained in as good a condition as it was when it was originally installed pursuant to the Green Infrastructure Program form submitted by Lessee, or its predecessor, that was approved by the District. I further certify that the photographs attached to this Certification truly and accurately depict such green infrastructure, and that the photographs were taken within the six months preceding the date of this Certification.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The District's Waterway Strategy

A. District Lands Contiguous to Waterways

1. Setback Requirements: It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.

2. Bank Stabilization and Landscaped Visual Screening. All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.

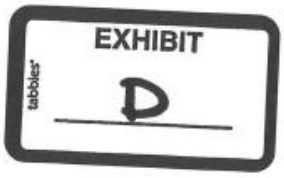
3. Penalties: Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. Limitations on Use of Lands Contiguous to North Shore Channel: All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.

2. Special Lease Conditions: All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

C. Exceptions: Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:



1. Uses Permitted Under Pre-Existing Leases: The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.

2. Variances: The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.

3. Waterborne Commerce: The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

Sign In

Metropolitan Water Reclamation District of Greater Chicago — Protecting Our Water Environment

To watch the live meeting proceedings, please refresh this page at the scheduled meeting time, a link labeled "In Progress" will appear under the **Video** column

File #:	19-0600 Version: 1		
Type:	Agenda Item	Status:	Adopted
File created:	6/12/2019	In control:	Real Estate Development Committee
On agenda:	7/11/2019	Final action:	7/11/2019
Title:	Authority to amend lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00 (Deferred from the June 20, 2019 Board Meeting)		
Attachments:	1. Amend Lease w Evanston (golf course L-063 - Aerial.pdf		

History (2) | Text

TRANSMITTAL LETTER FOR THE BOARD MEETING OF JULY 11, 2019

EXHIBIT E

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Title
Authority to amend lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00 *(Deferred from the June 20, 2019 Board Meeting)*
Body

Dear Sir:

The City of Evanston ("Evanston") leases approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel for public recreational purposes and for the operation of a public fee golf course. Evanston subleases the golf course area to the Evanston Wilmette Golf Course Association, an Illinois not-for-profit corporation commonly known as Canal Shores. The lease commenced December 1, 1966 and expires May 31, 2032. Evanston's annual base rent is $1,300.00. On April 21, 1994, the lease was amended to require Evanston to pay, in addition to the base rent, 25% of Evanston's annual net income from the operation of a parking lot and 25% of the annual net income from the operation of a golf course.

Evanston now requests to amend its lease to allow Evanston to hold festivals and outdoor concerts. This will include events such as the "Out-of-SPACE" concert series, which is planned for August 8th through August 11th, 2019, and other similar events each year. These events will primarily take place on North Shore Channel Parcel 2.08, which is where holes 1 and 2 of the golf course are located.

Evanston has also requested to amend its lease to allow the sale and consumption of alcohol on the premises, including at the festivals and concerts and in connection with golf course activities. Such use is authorized by

Illinois State Statute 235 ILCS 5/6-15, which permits the sale and consumption of alcohol on District-owned real estate that is leased to others for a term of at least 20 years, if approved by the District's Board of Commissioners. Evanston shall be responsible for ensuring compliance with all applicable state and local liquor laws.

The District's technical departments have reviewed these requests and have no objections thereto.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize an amendment to the lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said amendment to the lease agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:JJZ:BJD:vp
Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for July 11, 2019

Attachment

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Kelley Gandurski, Deputy City Manger
Subject:	Resolution 70-R-21 Authorizing the City Manager to Execute a Memorandum of Understanding Between the City, Northwestern University and Canal Shores for Tailgating and Parking Management During Northwestern Wildcat Football Home Games
Date:	July 26, 2021

Recommended Action:
Staff requests that City Council authorize the City Manager to execute a Memorandum of Understanding between the City, Northwestern University and Canal Shores for tailgating and public parking management during Northwestern Wildcat Football home games.

Council Action:
For Action

Summary:

Summary:

Northwestern University operates a Division 1 National College Athletic Association ("NCAA") football team known as the Wildcats and is known as a "Big Ten Team." The University's Wildcats team brings together entertainment and collegiality for its students, the general public, including Evanston residents and brings tourism and visitors to the City of Evanston and on average, the University's home football games attract approximately 35,000 individuals to the stadium per game.

Canal Shores is a not-for-profit corporation that has operated in the Evanston community since 1919, to create a fun, affordable and unique golf experience. Canal Shores provides important services to the community, including offering youth golf programs, implementing an ecological master plan, maintaining the grounds for the benefit of bird watchers, and other recreation such as biking, jogging and cross-country skiing, offering affordable fees, hosting concerts and charitable golf events.

The City, the University and Canal Shores wish to collaborate in enhancing the community experience for the residents of Evanston. Pursuant to the current lease agreement between the City and

the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the City is permitted to use the demised premises for tailgating and parking on days of Northwestern home football games, and is further permitted thereby to delegate, subcontract or otherwise outsource the operations and management of such parking and tailgating to appointed agents acting for and on behalf of the City.

The Agreement:

The traffic and parking near Ryan Field on Northwestern football home games becomes congested. In order to alleviate the congestion, the City, through Canal Shores (as its agent), wishes to provide additional parking on the golf course for the public and for those with Northwestern football tickets (season tickets or otherwise). The profits derived from the management of the parking / tailgate management assist Canal Shores in remaining economically viable in the community. Additionally, Canal Shores maintains the greens and golf course at no charge to the City of Evanston. The entire agreement is outlined in a Memorandum of Understanding ("MOU") between the City of Evanston, Canal Shores and Northwestern University. Under the MOU:

- Canal Shores, as agent for the City of Evanston, will manage parking pass sales for public parking and tailgate parking;
- Canal Shores will charge for tailgate / parking passes (individually and season passes) as outlined in the attached SOP. For the 2021 season, Canal Shores expects to initially sell season passes for $320 each, subject to change based on mutual agreement of the parties. At any point during the term of this SOP, the selling price of a season pass will be agreed upon by all parties. Northwestern will purchase a minimum of 500 season passes at the aforementioned price. For the 2021 season, Canal Shores expects that the dynamic market pricing will translate into individual day-of passes selling for between $35 and $75, depending on the day and market factors.
- 1,000 spaces for tailgating will be provided and 550 for individual parking.
- MWRD will require a lease amendment from the City of Evanston for this arrangement, which is outlined in 75-R-21
- Any shortfall of fees due and owing to MWRD will be paid by Northwestern and Canal Shores to the City of Evanston
- This arrangement expires on December 31, 2024, unless earlier terminated by the parties (30 days prior written notice after 2021, 2022 or 2023 seasons).

A copy of the Memorandum of Understanding, SOP for parking and tailgating, parking map is attached for members of City Council to review. Additionally, the current lease agreement between MWRD and the City of Evanston is attached.

Attachments:
70-R-21 Authorizing City Manager re CS MOU (7-15) (1)
MOU re Public Tailgating and Parking (7-20 final clean)
L-063 Amendment to Lease - 91.9 acres along NSC - City of Evanston
Evanston-Wilmette Golf Course Association - First Amendment to Sublease Agreement - July 2014
SOP re Public Tailgating and Parking (7-20 1pm)
7-Hole Parking Map (1)

70-R-21

A RESOLUTION

Authorizing the City Manager to Enter into a Memorandum of Understanding with Canal Shores to Manage Public Parking and Tailgating at Canal Shores Golf Course During Northwestern University College Football Seasons

WHEREAS, The City of Evanston (the "City") leases land from the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") covering approximately 90 acres which includes portions of the golf course commonly known as Canal Shores Golf Course; and

WHEREAS, the lease with MWRD requires the City to utilize the land for the benefit of the public, which includes offering parking and tailgating to the general public on Northwestern University home football games; and

WHEREAS, the City wish to utilize a portion Canal Shores Golf Course through the 2023-24 football season for general public parking and tailgating (to be operated and managed by Evanston Wilmette Golf Course, Inc, hereafter "Canal Shores"), including for Northwestern University fans and ticketholders; and

WHEREAS, such activities are allowed under the amended lease with MWRD; and

WHEREAS, the City agrees to allow Canal Shores to operate and manage the tailgating and parking subject to an MOU and SOP, drafts of which are attached as Exhibit A; and

WHEREAS, allowing parking and tailgating at Canal Shores would provide a public benefit; and

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

SECTION 1: The City hereby appoints Canal Shores as its agent to operate and manage parking and tailgating on the Canal Shores Golf Course during Northwestern University home football games. The City Manager is hereby authorized and directed to enter into a Memorandum of Understanding ("MOU") with Canal Shores to operate and manage tailgating and parking subject to the SOP with Northwestern attached as Exhibit A.

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

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

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Adopted: _____, 2021

EXHIBIT A

CANAL SHORES/NORTHWESTERN DRAFT AGREEMENT

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EXHIBIT A

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EVANSTON
(ACTING BY AND THROUGH ITS DEPARTMENT OF PARKS AND RECREATION),
NORTHWESTERN UNIVERSITY AND EVANSTON WILMETTE GOLF COURSE
ASSOCIATION (d/b/a CANAL SHORES)**

The following Memorandum of Understanding ("MOU") is entered into this ___ day of _____, 2021 and formalizes an agreement by and between the City of Evanston, a municipal corporation, acting by and through its Department of Parks and Recreation (hereinafter the "City") and Northwestern University, a body corporate of the State of Illinois (hereinafter the "University") and Evanston Wilmette Golf Course, Inc. an Illinois not-for-profit corporation d/b/a Canal Shores (hereinafter "Canal Shores") (and collectively, the City, the University and Canal Shores shall be referred to as the "Parties" or each a "Party").

RECITALS

Whereas, the City of Evanston's Parks, Recreation and Community Services Department ("PRCS") is committed to enhancing the quality of life of all residents by providing collaborative opportunities for its community to grow, learn, create and play. To fulfill its mission, the City collaborates with other not-for-profits in order to procure necessary resources for programming and projects beneficial to the community;

Whereas, the University is committed to excellent teaching, innovative research and the personal and intellectual growth of its students in a diverse academic community. The University operates a Division 1 National College Athletic Association ("NCAA") football team known as the Wildcats and is known as a "Big Ten Team." The University's Wildcats team brings together entertainment and collegiality for its students, the general public, including Evanston residents and brings tourism and visitors to the City of Evanston and on average, the University's home football games attract approximately 35,000 individuals to the stadium per game.

Whereas, Canal Shores is a not-for-profit corporation that has operated in the Evanston community since 1919, to create a fun, affordable and unique golf experience. Canal Shores provides important services to the community, including offering youth golf programs, implementing an ecological master plan, maintaining the grounds for the benefit of bird watchers, and other recreation such as biking, jogging and cross-country skiing, offering affordable fees, hosting concerts and charitable golf events;

Whereas, the City, the University and Canal Shores wish to collaborate in enhancing the community experience for the residents of Evanston;

Whereas, in July of 2019, the City and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") entered into an Amended Lease Agreement and on [____] [__], 2021 entered into an Amendment thereto (as amended, the "Lease") for the property legally described in Section 1.01 "Premises Leased" of the Lease. A true and correct copy of the Lease is attached hereto and incorporated herewith as **Exhibit 1**. The City's PCRS manages the Lease on behalf of the City;

Whereas, pursuant to the Lease, the City is permitted to use the demised premises for tailgating and parking on days of University home football games, and is further permitted thereby to delegate, subcontract or otherwise outsource the operations and management of such parking and tailgating to appointed agents acting for and on behalf of the City;

Whereas, on June 11, 2014, the City and Canal Shores entered into a First Amendment to the Sublease Agreement ("Sublease"). A true and correct copy of the Sublease is attached hereto and incorporated herewith as **Exhibit 2**.;

Whereas, pursuant to §1-17-1.(a) of the Evanston Municipal Code, the City, through its City Manager (or designee), is authorized to enter into agreements for the conduct of such affairs of the City;

Whereas, each football season, the City uses Canal Shores to offer certain space at Canal Shores for tailgating and parking activities;

Whereas, the City wishes to collaborate and use Canal Shores in providing tailgating and parking space during home football game days;

Whereas, currently, during the University's home football games, parking on the streets surrounding Ryan Field is congested, and City residents often struggle to find on-street parking or to navigate around Ryan Field;

Whereas, the City does not currently have independent resources dedicated to provide additional parking to its residents on University football game days in the surrounding area of Ryan Field;

Whereas, the City desires to collaborate with and use Canal Shores for providing tailgating and parking for the entire general public, including those attending University football games, and also provide additional benefits to the City and its residents of alleviating some of the on-street parking and congestion and improving the safety/security around Ryan Field on game days; and

Whereas, the City desires that Canal Shores respective responsibilities in this collaboration be outlined in the "Standard Operating Procedures for Public Parking and Tailgating" (hereinafter "SOP") attached hereto and incorporated herewith as **Exhibit 3**.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.

2. **Agent Appointment.** The City hereby appoints Canal Shores to be its agent to operate and manage the parking and tailgating for and on behalf of the City on the demised property on days of University home football games.

3. **The SOP**. The SOP will take effect upon passage by Evanston's City Council and MWRD's Board and after the signing this MOU, and thereupon, each Party agrees that the SOP shall be a binding and enforceable agreement upon it.

4. **Compliance with All Laws Generally**. The Parties agree that their respective actions and responsibilities will comply with all applicable laws, statutes, ordinances, and regulations in effect now or later and whether or not they appear in this MOU or SOP.

5. **Joint Responsibilities.** The Parties shall designate an individual to discuss issues, concerns, questions or matters pertaining to the MOU and SOP, and when such matters arise, the Parties shall meet to reasonably discuss the concerns of the respective Party.

6. **Term.** This MOU shall be in effect through **December 31, 2024** unless earlier terminated. Notwithstanding the foregoing, this MOU may be terminated by either Party at any time with or without cause with thirty (30) days prior notice in writing after the 2021, 2022 or 2023 seasons. This MOU will not automatically renew.

7. **Accounting.** On or before April 1 of each year, Canal Shores agrees to give the City an accounting in reasonably requested detail and with reasonably requested back-up of all gross revenue received by Canal Shores from parking and tailgating. Any deficit realized with regard to the $80,000 as prorated payment to MWRD in Paragraph 3 in the Lease Amendment between the City and MWRD will be paid by the City, but funded by the University and Canal Shores to the City in a 66.67%-33.33% split, with Canal Shores contributing 66.67% and the University contributing 33.33%. This funding shall be due to the City when it makes its accounting to MWRD, which shall be on or before July 1 each year.

8. **Environmental Testing**. During the term hereof, if MWRD determines at the end of the football season that a Phase I or Phase II Environmental Assessment is required, then the City shall have such assessments performed, but the three Parties shall equally split the cost of such assessments.

9. **Default**. In the event a Party fails to materially comply with its obligations set forth in this MOU, the other Parties then reserve the right to cancel the MOU after such material breach remains uncured for 30 days. The breaching part(y)(ies) will proportionately bear all costs incurred with cancelling the MOU.

10. **Notices**. All notices, demands or requests desired or required under this MOU shall be in writing and sent to the addresses set forth below, via the following means: (a) personal service; (b) overnight courier; (c) email or (d) registered or certified USPS Mail, postage prepaid, return receipt requested.

If to the City:	City of Evanston Parks, Recreation and Community Services Department, Attention: Lawrence Hemingway 2100 Ridge Avenue Evanston, IL 60201
With Copies to:	City of Evanston Law Department 2100 Ridge Avenue Evanston, IL 60201 law@cityofevanston.org
If to the University:	Athletics Northwestern University 2255 Campus Drive, Evanston IL 60208 denee.barracato@northwestern.edu
With Copies to:	Office of General Counsel Northwestern University 633 Clark St., Evanston, IL 60208 matthew.kopp@northwestern.edu
If to Canal Shores:	Karl Leinberger, President Markoff Leinberger, LLC 134 N. LaSalle St., Ste. 1050

Chicago, IL 60602
karl@markleinlaw.com

With copies to : Superintendent@canalshores.org

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Section 10 Notices delivered by USPS mail are considered received three days after mailing in accordance with this Section 10. Notices delivered personally are considered effective upon receipt. Notices delivered by overnight courier are considered effective the day after sent. Notices delivered by email shall be deemed effective when sent unless the sender receives a notice that the transmission was not delivered.

11. **Authority**. Execution of this MOU by the City is authorized by pursuant to §1-17-1.(a) of the Evanston Municipal Code.

12. **FOIA and Local Records Act Compliance.**

    a. FOIA. The Parties acknowledge that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended (**"FOIA"**). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Parties receive a request from the City to produce records within the scope of FOIA, then the Parties covenants to comply with such request within forty-eight (48) hours of the date of such request. Failure by the Parties to timely comply with such request will be a breach of this Agreement.

    b. Exempt Information. Documents that the Parties submit to the City under this MOU or otherwise during the term of the MOU that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Parties to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Parties mark any such documents as proprietary, privileged or confidential. If the Parties mark a document as "proprietary, privileged and confidential", then the Parties will evaluate whether such document may be withheld under the FOIA. The City, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

    c. Local Records Act. The Parties acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq., as

amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Parties covenant to use their best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this MOU and the transactions contemplated in the MOU.

13. **Records**. The Parties shall maintain for a minimum of five years from the later of the date hereof or the end of the Term, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

14. **Indemnity**. Each Party agrees to indemnify, defend and hold harmless the other Parties, its officers, officials, trustees, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or incidental to the indemnifying Party's acts or omissions, including its failure to perform its obligations under this MOU. Upon reasonable notice from the indemnified Party of any claim which the indemnified Party believes to be covered hereunder, the indemnifying Part(y)(ies) shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the indemnified Party shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the indemnifying Part(y)(ies) of any of its/their obligations hereunder. The obligations set forth in this Section 14 shall survive any termination or expiration of this MOU.

15. **Insurance**. The City and Canal Shores shall, at their own expense, maintain such policies of comprehensive general liability, contractual liability, personal injury, bodily injury (including death), property damage, automobile liability (including garage keepers coverage), employers' liability and professional liability insurance as shall be necessary to insure it and its employees and agents against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder and under the SOP. Such policies shall be carried in the amounts of not less than $1,200,000 per occurrence for Canal Shores and $1,200,000 per occurrence for the City. The City and Canal Shores shall further maintain workers' compensation and unemployment compensation policies for its respective employees, if any. The City can meet all or parts of its insurance obligations through self-insurance. The City will ensure that

the parking and tailgating at Canal Shores golf course will be included as part of its Special Events under its umbrella coverage. University shall be named as an additional insured with respect to all such insurance policies of Canal Shores. A waiver of subrogation shall be provided in favor of University on all required coverage. This coverage shall be primary to any other coverage which may apply on behalf of University. Each Party reserves the right to require proof of such insurance.

16. **Cooperation**. The Parties must at all times reasonably cooperate with each other. Following termination or expiration of this MOU, rights and obligations that by their nature should survive or which this MOU expressly states will survive will remain in full force and effect.

17. **Permissions/Authorizations**. To the extent a permit, license, consent, authorization or other approval of or from, or notice to, any governmental authority or third party is required with respect to the parking and tailgating, then the City (or Canal Shores for and on behalf of the City) shall be responsible for obtaining such or giving such.

18. **Entire Agreement.** This MOU and its attachments contain the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the Parties.

19. **Amendment.** This MOU may be modified or amended, but any such amendment must be in writing and signed by all Parties.

20. **Severability.** If any provision of this MOU shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable, and if by the Parties mutually agreed limiting of such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. **Assignment; Parties in Interest.** No Party may sell, assign or transfer this MOU without the prior written consent of the other Parties hereto. The terms and provisions of this MOU are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the Parties hereto.

22. **Counterparts.** This MOU may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

23. **Governing Law.** This MOU shall be governed by and construed in accordance with the internal laws of the State of Illinois.

24. **No Personal Liability .** No official, employee, trustee or individual agent of a Party shall be charged personally by any Party or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this MOU because of their execution or attempted execution or because of any breach hereof.

25. **Disclaimer**. Nothing contained in this MOU nor any act of a Party shall be deemed or construed by either of the Parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent (except as specifically provided otherwise herein), limited or general partnership or joint venture, or to create or imply any association or relationship involving the other Parties.

26. **Waiver**. Nothing in this MOU authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered as of the date first above written.

Northwestern University, a body corporate of the State of Illinois: By: _____ Signature of authorized representative _____ Printed Name _____ Title of Signator Evanston Wilmette Golf Course Association, Inc., an Illinois not-for-profit corporation: By: _____ Signature of authorized representative _____ Printed Name _____ Title of Signator	The CITY OF EVANSTON, a municipal corporation: By: _____ Erika Storlie City Manager City of Evanston

EXHIBIT 1

L-063

AMENDMENT TO LEASE AGREEMENT DATED OCTOBER 14, 1966, AS AMENDED, BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF EVANSTON
(Governmental Form)

THIS Amendment to Lease Agreement is made this 11th day of July 2019, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated "District" or "Lessor"), and the City of Evanston, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 2100 Ridge Avenue, Evanston, Illinois (hereinafter designated "Lessee").

WHEREAS, the District and Lessee entered into that certain Lease Agreement dated October 14, 1966, to use certain District real estate located along the North Shore Channel in Evanston, Illinois, for the operation and maintenance of a public fee golf course and for use as a public park and playground, commencing December 1, 1966;

WHEREAS, said Lease Agreement has been amended from time to time pursuant to agreements dated June 24, 1969, September 21, 1978, April 21, 1994, and September 9, 2004, all of which are incorporated by reference herein and made a part hereof;

WHEREAS, said Lease Agreement, as amended, is set to expire on May 31, 2032;

WHEREAS, Lessee has requested to amend the Lease Agreement to: 1) allow Lessee to hold festivals and outdoor concerts and 2) allow the sale and consumption of alcohol on the premises, including at the festivals and concerts and in connection with golf course activities;

WHEREAS, the District is willing to amend the Lease Agreement subject to the terms and conditions set forth below, as authorized by order of its Board of Commissioners on July 11, 2019, a copy of which is attached hereto as Exhibit E and incorporated herein;

WHEREAS, Lessee also leases a separate leasehold pursuant to a certain Lease Agreement dated September 16, 1965, as amended (L-064), consisting of North Shore Channel Parcel 4.01, which remains in full force and effect and is unaffected by this lease amendment; and

WHEREAS, Lessee also leases an adjacent leasehold pursuant to a certain Lease Agreement dated April 6, 2006, as amended (L-278), consisting of North Shore Channel Parcels 2.12 and 2.13, which remains in full force and effect and is unaffected by this lease amendment.

NOW THEREFORE, in consideration of the payment by Lessee to the District of a nominal fee of TEN AND NO/100 DOLLARS ($10.00) plus 25% of the net revenues generated by Lessee's use of the leasehold as set forth herein, the mutual covenants and agreements of the District and Lessee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Lessee hereby agree as follows:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, the same constituting the factual basis for this transaction.

2. That certain Lease Agreement dated October 14, 1966 is hereby amended in its entirety by adding the terms and conditions set forth below; any and all previous agreements, amendments or extensions thereto are applicable only to the extent that they do not conflict with the provisions set forth herein. In the event of any conflict or ambiguity, the terms of this Amendment to Lease Agreement shall control.

ARTICLE ONE

1.01 PREMISES LEASED

Lessor, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises legally described and depicted in the plat of survey in Exhibit "A" designated as L-063, which is attached hereto and made a part hereof, located in the County of Cook and State of Illinois for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c, consisting of approximately 92 acres in Evanston, Illinois. An aerial photograph generally depicting the boundaries of the Demised Premises as L-063 is attached hereto as Exhibit "B". For reference purposes, the Demised Premises includes North Shore Channel Parcels 1.11, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 3.01, 3.02, and 3.03.

For the purposes of this Lease, the terms "Leased Premises, Leasehold Premises, Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease Amendment shall begin on the 11th day of July A.D., 2019, and end on the 31st day of May, A.D., 2032, unless said term shall end sooner under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Demised Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. Lessee has examined the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises, and the useable areas of the Demised Premises, and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the Demised Premises and is satisfied that it may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;

B. The failure of Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire

condemnation award shall be the sole property of Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

Lessee covenants and agrees, in consideration of the leasing of the Demised Premises aforesaid, to pay to Lessor as rent for the said Demised Premises:

A. Lessee covenants and agrees, in consideration of the leasing of the Demised Premises aforesaid, to pay to Lessor, as rent for the Demised Premises, an annual rental fee of $1,300.00, payable in advance on the 1st day of December.

B. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, Lessee shall pay in cash to Lessor i) 25 percent (25%) of the annual net income from the operation of the golf course on the premises and ii) 25 percent (25%) of the annual net income generated by Lessee's other uses of or activities on the Demised Premises, including but not limited to the operation of the municipal parking lot.

On or before July 1 every year, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to each of the following: i) the operation of the golf course and ii) Lessee's other uses of or activities on the Demised Premises, and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the net income verified by the audited and certified statement for that one-year period. The financial statements must clearly distinguish between the revenues generated from the golf course and the revenues generated from Lessee's other uses or activities on the leasehold. All such audited and certified statements shall be subject to confirmation by

Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

The net income set forth in Article 2.01(B)(1) above shall be defined as gross revenues generated by Lessee's use of or activities on the Demised Premises from any source, less the following items of expenses: amortized expenses of any improvements that Lessee shall make to or upon the Demised Premises; any bond repayments used to finance any improvements to the Demised Premises; expenses directly related to its operations on the Demised Premises as authorized under Article 3.07 herein.

C. In addition, Lessee shall pay all administrative and legal costs incurred by Lessor in collecting any arrearage in rent including, but not limited to, payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed, or put on the Demised Premises by Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by Lessor or its agent or attorneys to Lessee in the manner hereinafter provided, or in case Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for sixty (60) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for Lessor, at its election, at or after the expiration of said thirty (30) days or said sixty (60) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of Lessor, its successors or assigns, or in any other way, Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Demised Premises and property peaceably to Lessor, its successors or assigns, immediately upon

the termination of said term as aforesaid; and if Lessee or the successors or assigns of Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises is to be used by said Lessee solely and exclusively for public recreational purposes, including (1) improving and equipping the Demised Premises for use as a public park and playground, including the maintenance and operation of a municipal parking lot in connection therewith; (2) holding festivals and outdoor concerts; and (3) the operation and maintenance of a public fee golf course, and for no other purpose whatsoever. It is understood and agreed that the Evanston Wilmette Golf Course Association operates a golf course on the Demised Premises commonly known as Canal Shores, which lies partly within the City of Evanston and partly within the Village of Wilmette. The Evanston Wilmette Golf Course Association may continue to operate and maintain the portion of the golf course on the Demised Premises as the sublessee of the City of Evanston consistent with the terms and conditions of this Amendment of Lease Agreement.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed

with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the Demised Premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. At least one-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements, including, but not limited to, buildings, bridges, storage tanks, scales, docks, pipelines, green infrastructure, roads, and other related facilities, on the Demised Premises shall be demolished and/or removed. Upon receipt of ninety (90) days advance written notice, Lessee shall demolish and remove at Lessee's sole cost and expense the improvements identified by Lessor. It is expressly understood that Lessor's failure to make said determination one-hundred-twenty (120) or more days prior to the expiration of this Lease, or provide notice herein within said ninety (90) days, shall in no way act as a waiver of Lessee's obligation to demolish or remove such improvements at Lessee's sole cost and expense upon receiving written notice from Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. These requirements survive expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

Lessee covenants and agrees that if Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of

this Lease of any of the obligations of Lessee, no such waiver shall release Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by Lessor as aforesaid; and Lessee covenants and agrees that if Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by Lessee of the same or any other obligation; and Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of Lessor to require prompt payment of the rent in this Lease and that neither acceptance by Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

Lessee agrees that the various rights and remedies of Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of Lessee, or failure of Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. Lessee is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of Lessor therein and the interest of Lessor in any improvements which may be placed on the Demised Premises by Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by

this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease.

B. **DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of Lessee to general real estate taxation and will record this Lease with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, Lessee and/or Lessee's use of the Demised Premises, including the permit requirements for site development under the District's Watershed Management Ordinance.

ARTICLE FOUR

4.01 INDEMNIFICATION

Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against Lessor growing out of any such claim, loss, damage, cost or expense, Lessor may give written notice of the same to Lessee, and thereafter Lessee shall attend to the defense of the same and save and keep harmless Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

Lessee agrees to indemnify, save and keep harmless Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

A. Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which Lessor is named as the Loss Payee from a company to be approved by Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements located on the Demised Premises

Prior to entering upon said Demised Premises, Lessee shall furnish to Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Lessor. The provisions of this paragraph shall in no wise limit the liability of Lessor as set forth in the provisions of 4.01 above; or

B. If Lessee is a self-insurer, Lessee, prior to entering upon said Demised Premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the District an acknowledged statement that Lessee is a self-

insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Agreement (Article Four, paragraph 4.03) above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00
per Occurrence.

This statement shall be signed by such officer or agent of Lessee having sufficient knowledge of the fiscal structure and financial status of Lessee, to make such a statement on behalf of Lessee and undertake to assume the financial risk on behalf of Lessee and will be subject to the approval of the District. The provisions of this paragraph shall in no wise limit the liability of Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by Lessor. Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to Lessor, as additional security for the payment of rent and the performance by Lessee of the covenants herein; said policy or policies to be delivered to Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other

improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by Lessee to Lessor with the rents next thereafter falling due under this Lease, together with interest thereon at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. Lessee, however, shall have the right in the name of Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by Lessor to the contractor or contractors (employed by Lessee) upon the delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee and accompanied by

waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that Lessor shall not be required to pay such insurance money so collected until the Executive Director of Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by Lessor to the contractor or contractors employed by Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by Lessee in any of its payments, or a breach by Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by Lessor shall belong absolutely to Lessor.

4.10 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with Lessor shall belong to Lessee and in that event, Lessor shall pay to Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

4.11 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with Lessor, prior to its occupancy of the Demised Premises a sum of money equal to (n/a) months rent. Said security deposit shall be returned to Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by Lessee, Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to Lessee upon the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in Lessee's approved development plans for the Demised Premises, Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. It is expressly understood and agreed that Lessor shall not be liable to Lessee for any loss, cost or expense which Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of Lessor located on the Demised Premises, or by any other work which Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon Lessee and diligently prosecuted to the conclusion.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to Lessee by said Executive Director.

H. Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by Lessor to Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of Lessor upon, under, and across the Demised Premises.

Any such construction shall be located as determined by the Executive Director of Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that Lessee may then have on the Demised Premises.

I. Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that Lessee shall submit to the Executive Director of Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.

K. Lessor reserves to itself the right of access to the North Shore Channel as well as right of access to the Demised Premises for inspection by Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of Lessor may deem necessary.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

M. Lessee shall take all necessary precautions to keep all District structures located on the Demised Premises protected at all times and shall compensate Lessor in the event Lessee, or anyone acting under Lessee's direction, causes damage of any kind to such structures to the extent necessary to fully repair such damage, and shall provide Lessor with uninterrupted access to such structures at all times. Prior to performing any excavation or other work on or near such structures, Lessee shall submit plans detailing such work to Lessor for review and approval, and shall perform the subsequent work in conformity with the plans so approved by Lessor in writing.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

Lessee shall submit to Lessor for its review and approval written plans detailing Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of Lessee's stormwater management plans shall be within the sole discretion of Lessor.

Lessee's plans shall provide for the separate collection of all roof water and surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP). BMPs may include, but are not limited to, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged to the North Shore Channel in a manner acceptable to Lessor.

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Intentionally omitted. Pursuant to the District's Comprehensive Land Use Policy, green infrastructure requirements apply to new or renewed leases.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS
6.01 CONSTRUCTION REQUIREMENT

Intentionally omitted.

6.02 TIME OF CONSTRUCTION

Intentionally omitted.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of Lessor and no compensation therefor shall be allowed or paid to Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from Lessor to Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to Lessee at:

City of Evanston
Attn: Corporation Counsel
Address: 2100 Ridge Ave.
Evanston, IL 60201
T: 847-448-4311
mmasoncup@cityofevanston.org

or to Lessor at: Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by Lessee that neither the right given in this Lease to Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And Lessee, for itself and its assigns, hereby waives its right to any notice from Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, Lessor shall not be obligated to refund to Lessee any sums of money paid by Lessee to Lessor as rentals under the terms of this Lease, and such sums of

money shall be retained by Lessor as liquidated damages, but this provision shall not operate to relieve Lessee of its obligation to pay to Lessor the balance of the rental then due Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty-eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of Lessor, except that the Evanston Wilmette Golf Course Association may continue to operate and maintain the portion of the golf course on the Demised Premises as the sublessee of the City of Evanston consistent with the terms and conditions of this Amendment of Lease Agreement.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

Lessee may, after notice in writing to Lessor, implead Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way Lands of Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by Lessee for the purpose of waterborne commerce. However, Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases Lessor will require Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. Lessee shall implement the beautification plan described in the attached Exhibit "D". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing.

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the Demised Premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of Lessor in connection with Lessee's use of the Demised Premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of Lessor, and shall, at a minimum, state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."

8.06 TREE MITIGATION

A. No alterations, construction or maintenance work upon the Demised Premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Lessee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the Demised Premises necessitates the removal of any trees on District property, Lessee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the Demised Premises, setting forth the number, location and species of trees to be removed.

C. Lessee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the Demised Premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Lessee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit "A", upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA)(42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq., the Illinois Environmental Protection Act (415

ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste,"

"hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting

environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, Lessee indemnifies, exonerates, and holds Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any

property to which Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, Lessee shall give immediate written notice of the same to Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessor may seek recovery from any responsible third party.

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with Lessor its Environmental Site Restoration/Remediation Bond in the penal sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by Lessee and documented as such at the time it is lodged with Lessor. Said Bond shall be in a form approved by Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated

and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Attachment D hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.

K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which

notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds $10,000.00.

M. To the event Lessee installs new underground utilities at the Demised Premises, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to Lessor within 90 days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental

Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to Lessor, showing that the engineer made all appropriate inquiry consistent with

good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. **Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Demised Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as Lessor, in its sole discretion, determines is necessary to protect its interests.**

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: Frank Avila

Frank Avila
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres

Jacqueline Torres, Clerk

CITY OF EVANSTON

By: Wally Bobkiewicz

Title: City Manager

ATTEST

By: Eduardo Gomez

Title: Deputy City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tracy Ito **Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.**

GIVEN under my hand and Notarial Seal this 7th **day of** October, **A.D. 20** 19.

Tracy Ito
Notary Public

My Commission expires:

6/27/22

TRACY ITO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 27, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Wally Bobkiewicz (Name), personally known to me to be the City Manager (Title) of The City of Evanston (Village/Town/City), a municipal corporation, and Eduardo Gomez (Name), personally known to me to be the Deputy City Clerk (Title) of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager (Title) and City Clerk (Title) of said municipal corporation, duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of August, A.D. 2019.

Lindsey Ott
Notary Public

My Commission expires:
9/15/19

42

OFFICIAL SEAL
LINDSEY OTT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/15/19

APPROVED AS TO FORM AND LEGALITY:

James Zabel

Head Assistant Attorney BJD

Susan Maaka

General Counsel

APPROVED:

Brian Berkovich

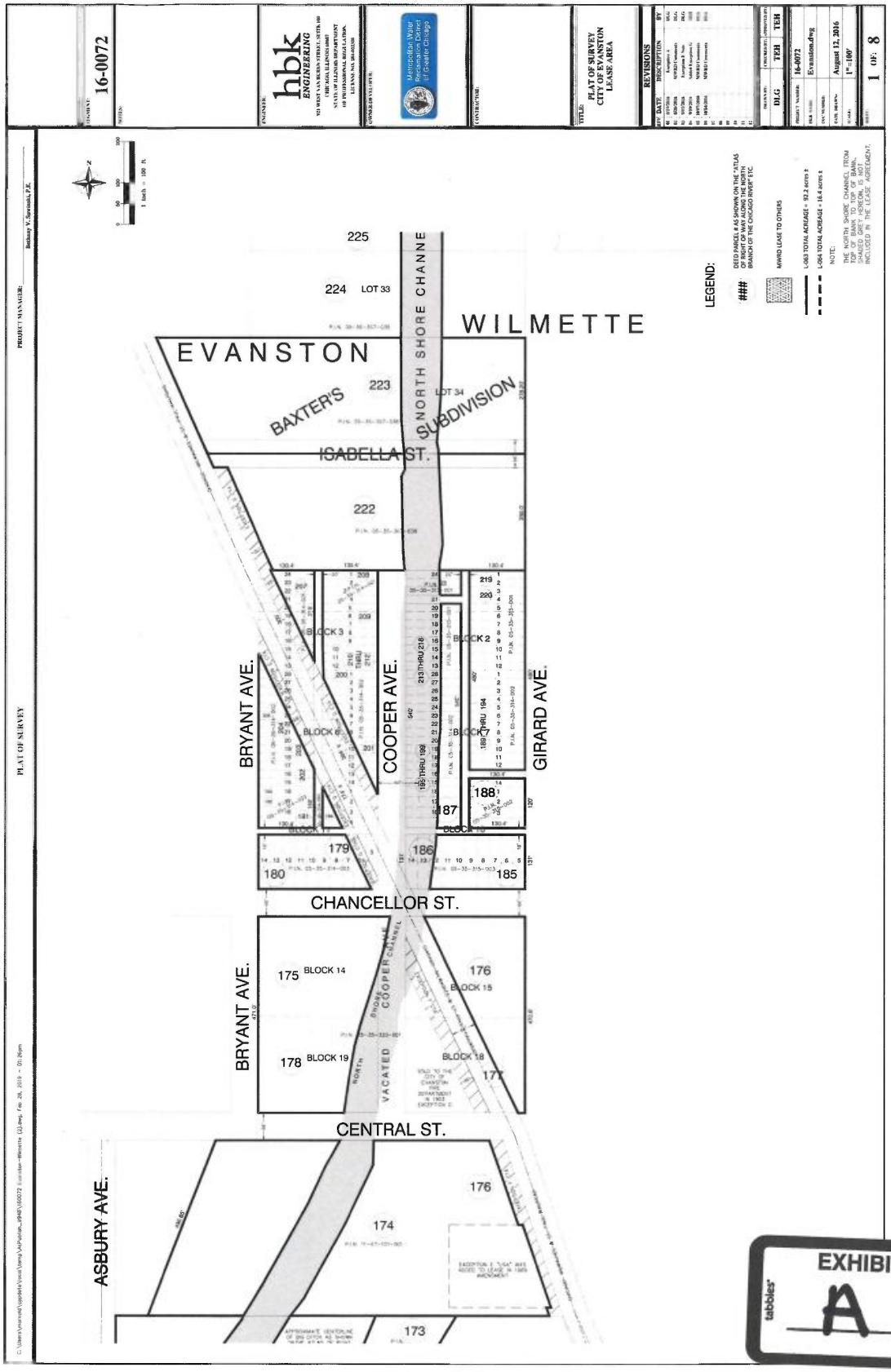
Executive Director

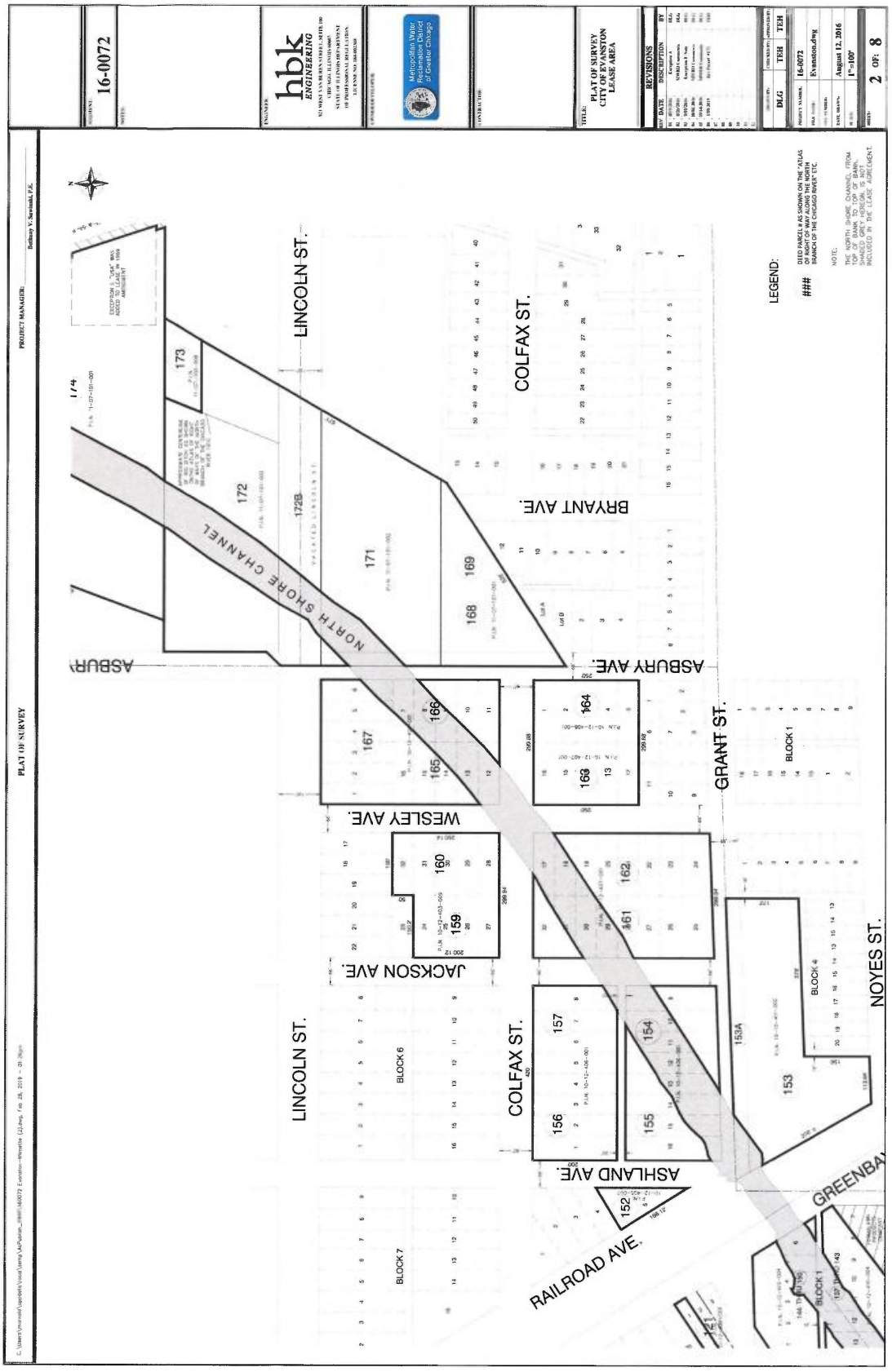
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Fee ✓

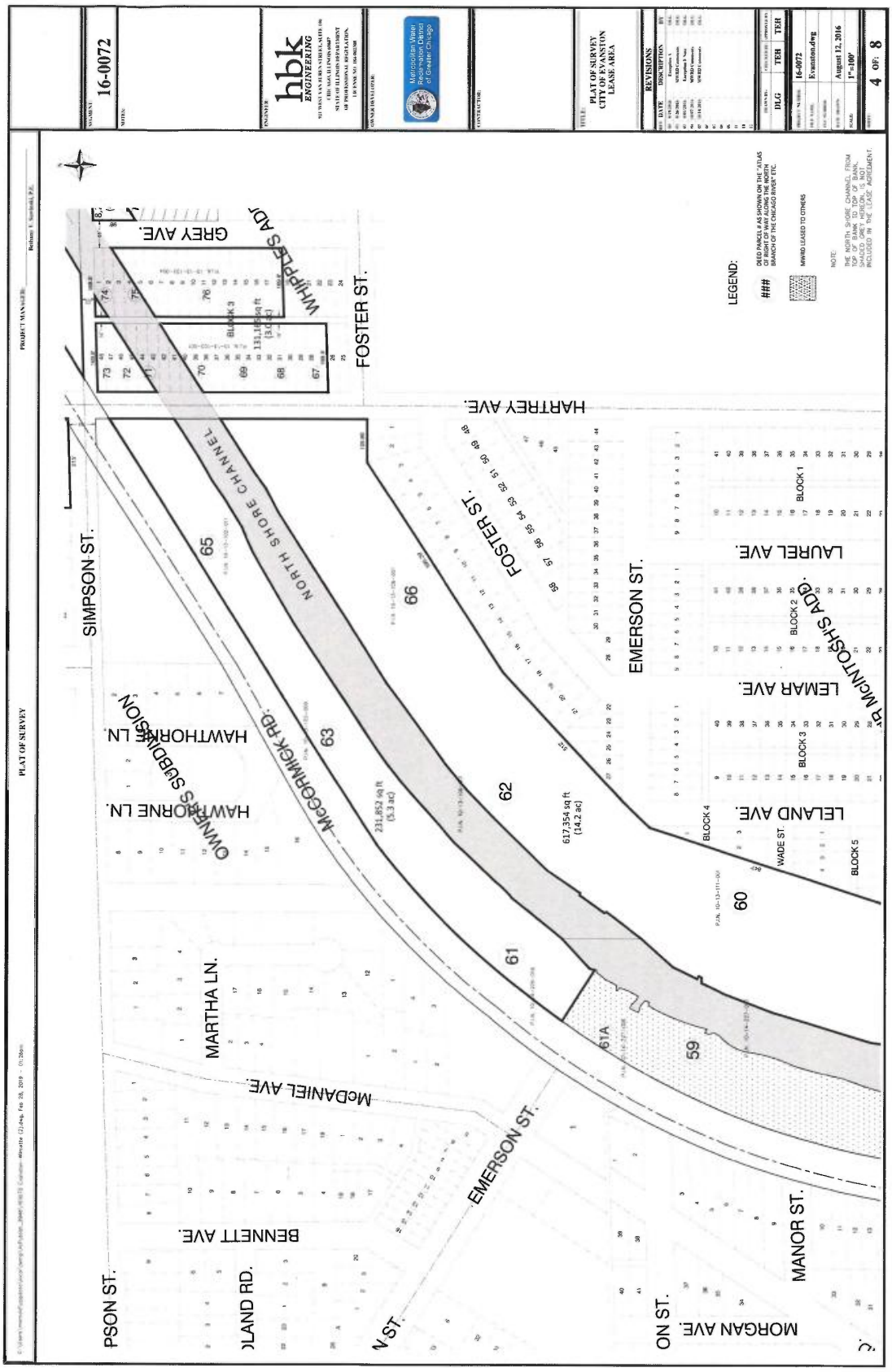
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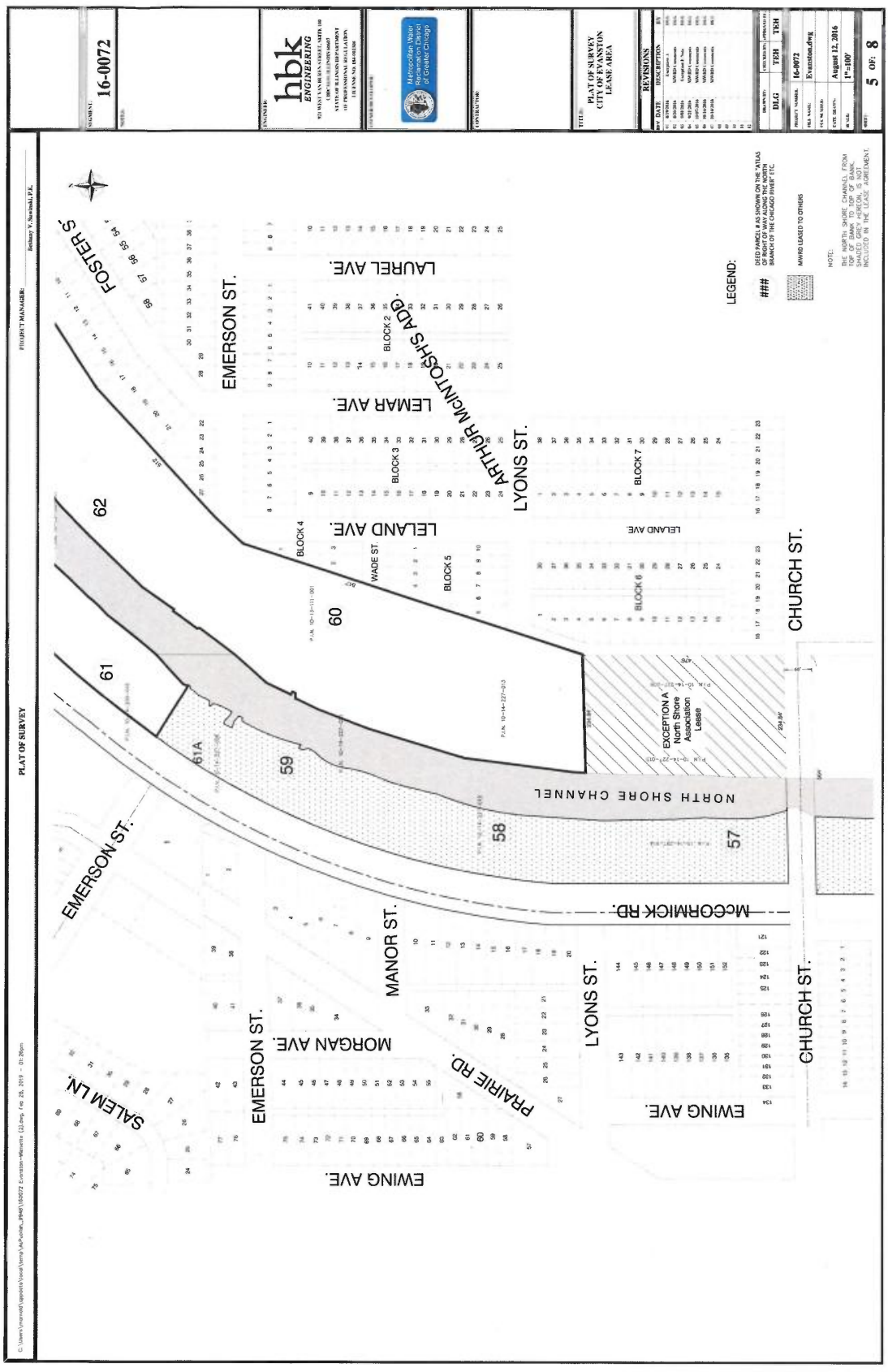
Bond N/A


16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1" = 100'
1 OF: 8
PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sherstad, P.E.
LEGEND:
DEED PARCEL # AS SHOWN ON THE ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASE TO OTHERS
L-063 TOTAL ACREAGE = 92.2 acres ±
L-064 TOTAL ACREAGE = 16.4 acres ±
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, INCLUDING BOTH BANKS, IS NOT INCLUDED IN THE LEASE AGREEMENT.
EVANSTON
WILMETTE
NORTH SHORE CHANNEL
BAXTER'S SUBDIVISION
LOT 33
LOT 34
ISABELLA ST.
BRYANT AVE.
COOPER AVE.
GIRARD AVE.
CHANCELLOR ST.
CENTRAL ST.
ASBURY AVE.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 6
BLOCK 14
BLOCK 15
BLOCK 18
BLOCK 19
VACATED
225
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220
213 THRU 216
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EXHIBIT
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tabbies

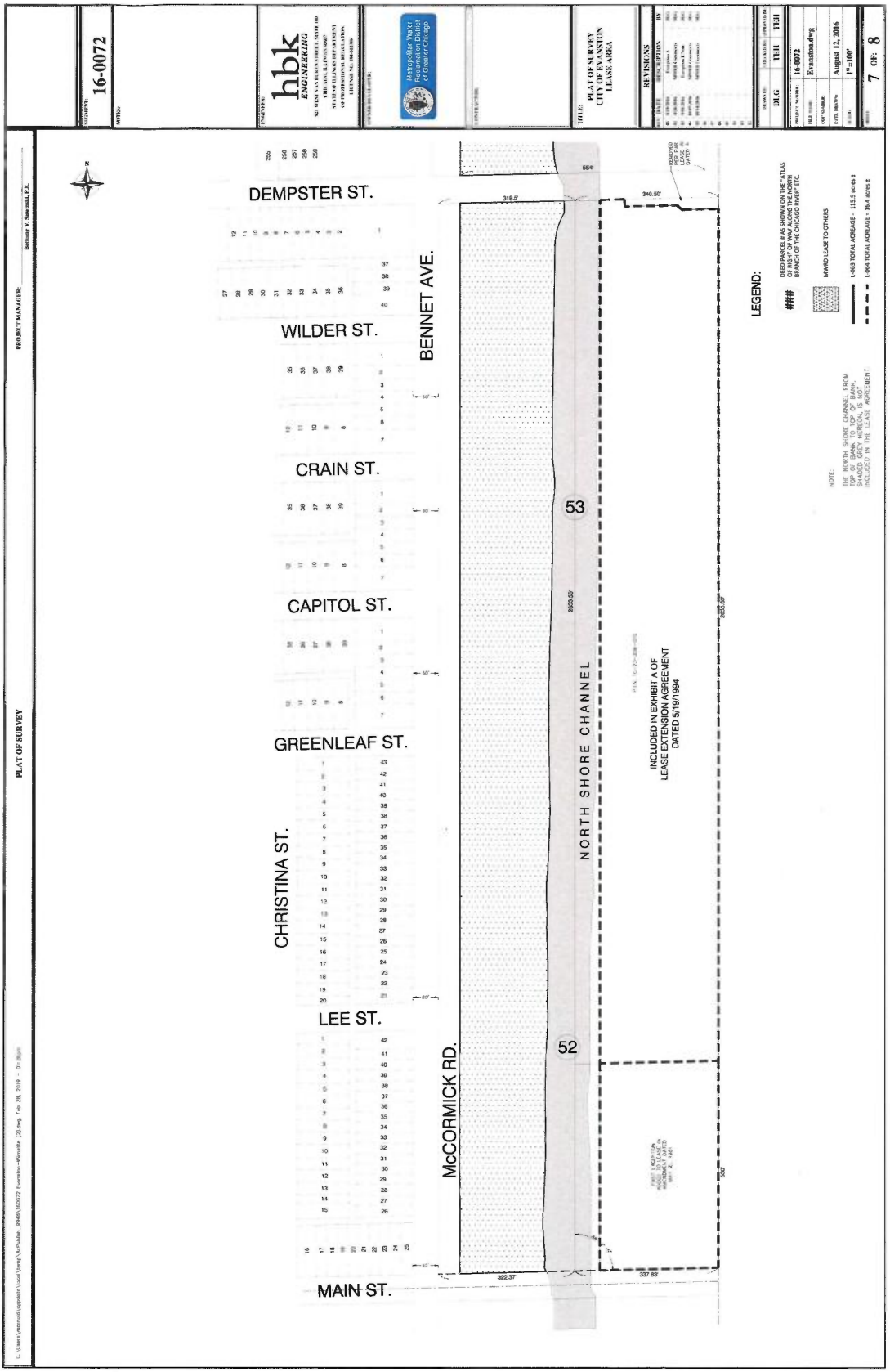

PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Savinski, P.E.
16-0072
hbk ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
2 OF 8
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, INCLUDING ANY PIERS, IS NOT INCLUDED IN THE LEASE AGREEMENT.
LINCOLN ST.
COLFAX ST.
BRYANT AVE.
ASBURY AVE.
GRANT ST.
WESLEY AVE.
JACKSON AVE.
ASHLAND AVE.
RAILROAD AVE.
NOYES ST.
NORTH SHORE CHANNEL
BLOCK 1
BLOCK 4
BLOCK 6
BLOCK 7

16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
August 12, 2016
3 OF 8
PLAT OF SURVEY
LEGEND:
ASHLAND AVE.
DEWEY AVE.
NOYES ST.
PAYNE ST.
SIMPSON ST.
DARROW AVE.
GRANT ST.
MCCORMICK TRD.
DODGE AVE.
BROWNE AVE.
GREY AVE.
HARTREY AVE.
BRIDGE ST
NORTH SHORE CHANNEL
PARTITION OF PART OF EAST 1/2 OF SW¼ OF SEC. 12-41-13
ROBERT COMMONS SUBD.
PAYNE'S ADD.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12
EXCEPTION C
EXCEPTION D
EXCEPTION B
Evanston Hospital
of Evanston
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PLAT OF SURVEY
PROJECT MANAGER:
Bethany E. Sarchetti, P.E.
NUMBER
16-0072
NOTES:
ENGINEER
hbk
ENGINEERING
GRANT/FUNDING:
Metropolitan Water Reclamation District of Greater Chicago
CONTRACTOR:
TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
NO. DATE DESCRIPTION BY
DRAWN: J.L.G.
CHECKED: T.E.H.
APPROVED: T.E.H.
PROJECT NO.: 16-0072
FILE NAME: Evanston.dwg
FIELD WORK: August 12, 2016
SCALE: 1"=100'
SHEET: 4 OF: 8
LEGEND:
DED PARCEL # AS SHOWN ON THE "ATLAS OF CHICAGO AND NORTH SHORE" BRANCH OF THE CHICAGO RIVER" ETC
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SLOPE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.
SIMPSON ST.
GREY AVE.
WHIPPLE'S ADD.
FOSTER ST.
HARTREY AVE.
NORTH SHORE CHANNEL
McGOPHNICKY RD.
OWNER'S SUBDIVISION
HAWTHORNE LN.
HAWTHORNE LN.
MARTHA LN.
McDANIEL AVE.
BENNETT AVE.
PSON ST.
JLAND RD.
N ST.
EMERSON ST.
FOSTER ST.
EMERSON ST.
LAUREL AVE.
LEMAR AVE.
LELAND AVE.
WADE ST
P. McINTOSH'S ADD.
MANOR ST.
MORGAN AVE.
ON ST.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 9
65
66
63
62
61
61A
60
59
231,852 sq ft (5.3 ac)
617,354 sq ft (14.2 ac)
131,185 sq ft (3.0 ac)


PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Surotsky, P.E.
PROJECT NUMBER: 16-0072
hbk ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DRAWN: DLG
CHK'D: TEH
APP'D: TEH
PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
DATE: August 12, 2016
SCALE: 1"=100'
SHEET: 5 OF: 8
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF CHICAGO AND NORTH TOWNSHIP" ETC
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.
EXCEPTION A
North Shore Association Lease
NORTH SHORE CHANNEL
EMERSON ST.
FOSTER ST.
LAUREL AVE.
LEMAR AVE.
LELAND AVE.
WADE ST.
ARTHUR MCINTOSH'S ADD.
LYONS ST.
CHURCH ST.
MCCORMICK RD.
MANOR ST.
MORGAN AVE.
PRAIRIE RD.
EWING AVE.
SALEM LN.
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
57
58
59
60
61
61A
62

16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sowinski, P.E.
CHURCH ST.
DAVIS ST.
LAKE ST.
GREENWOOD ST.
DEMPSTER ST.
EWING AVE.
EWING AVE.
McCORMICK RD.
BENNET AVE.
NORTH SHORE CHANNEL
McDANIEL AVE.
56
55
54
NO LONGER OWNED BY MWRD
PER MWRD BOARD OF COMMISSIONERS'
MEETING DATED 1/5/1956
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF PROPERTY MAPS OF THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASED TO OTHERS
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, INCLUDED IN THE LEASE AGREEMENT.
DLG
TEH
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
6 OF 8


DEMPSTER ST.
WILDER ST.
BENNET AVE.
CRAIN ST.
CAPITOL ST.
GREENLEAF ST.
CHRISTINA ST.
LEE ST.
McCORMICK RD.
MAIN ST.
NORTH SHORE CHANNEL
53
52
INCLUDED IN EXHIBIT A OF
LEASE EXTENSION AGREEMENT
DATED 5/19/1994
LEGEND:
MWRD LEASE TO OTHERS
L-063 TOTAL ACREAGE = 115.5 acres ±
L-064 TOTAL ACREAGE = 16.4 acres ±
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
DLG
TEH
August 12, 2016
1"=100'
7 OF: 8

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Simborski, P.E.

LEGAL DESCRIPTION:

THAT PART OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
TAKING AS A POINT OF BEGINNING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 337.63 FEET TO A POINT;
THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 15 SECONDS, AS MEASURED FROM EAST TO NORTH, 2853.55 FEET TO A POINT ON THE NORTH LINE OF SECTION 23,
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 23, 340.50 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 23,
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 2855.60 FEET, MORE OR LESS TO THE POINT OF BEGINNING;
EXCEPT THAT PART THEREOF LYING WESTERLY OF THE TOP OF THE EASTERLY BANK OF THE NORTH SHORE CHANNEL;
AND EXCEPT THAT PART OF SAID SECTION 23 THAT LIES SOUTH OF A LINE THAT IS NORTH OF AND PARALLEL TO AND 530 FEET NORMALLY DISTANT FROM THE SOUTH LINE OF NORTHEAST QUARTER AND EXCEPT THAT PART DEDICATED FOR DEMPSTER STREET, ALL AS SHOWN ON THE PLAT ATTACHED HERETO AND MADE A PART HEREOF MARKED "EXHIBIT A" AND SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS.

AND ALSO:

THAT PART OF THE RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND THAT LIES EASTERLY AND SOUTHEASTERLY OF THE TOP OF THE EASTERLY AND SOUTHEASTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND THE NORTH LINE OF CHURCH STREET, EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(A) NORTH SHORE ASSOCIATION FOR RETARDED CHILDREN:
THE EAST 234.84 FEET OF LOT 13 OF COUNTY CLERK'S DIVISON OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM CHURCH STREET).

(B) COMMUNITY HOSPITAL OF EVANSTON:
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF BRIDGE STREET AND A LINE PARALLEL TO AND 130 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO;
THENCE SOUTHWESTERLY ON SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 2 IN WHIPPLE'S ADDITION TO EVANSTON (A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN);
THENCE SOUTH ON SAID WEST BLOCK LINE TO THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 2;
THENCE EAST ON THE SOUTH LINE OF SAID LOT 37 TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH ON THE EAST LINE OF SAID BLOCK 2 TO ITS INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 7 OF BLOCK 2 OF CULVER'S ADDITION TO EVANSTON (A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE EAST ON THE EXTENDED SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE THEREOF TO THE EAST LINE OF SAID BLOCK 2 OF CULVER'S ADDITION;
THENCE NORTH ON SAID EAST BLOCK LINE AND ITS EXTENSION TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF BRIDGE STREET;
THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY LINE OF BRIDGE STREET TO THE POINT OF BEGINNING.

(C) CITY OF EVANSTON:
LOTS 1, 2, 3 AND 4 OF OWNERS RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN PAYNES ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 14, 15, 16 AND THE NORTH 12 ½ FEET OF LOT 13 IN SAID BLOCK 6, THE ADJOINING VACATED NOYES STREET AND VACATED DEWEY AVENUE AND THE VACATED ALLEY IN SAID BLOCK 6 EXCEPT THOSE PORTIONS OF SAID LOT 16, VACATED NOYES STREET AND VACATED DEWEY AVENUE LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 130 FEET DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND EXCEPT THE EAST 1/5 FEET OF THE NORTH HALF OF SAID VACATED NOYES STREET.

(D) FERMALAWN PRODUCTS COMPANY:
LOTS 7, 8, 9 AND THE EAST HALF OF LOT 10 IN BLOCK 1 IN PAYNE'S ADDITION TO EVANSTON IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID LOT 7 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF GREEN BAY ROAD AND EXCEPT THOSE PORTIONS OF SAID LOTS LYING NORTHWESTERLY OF A LINE 130 FEET NORMALLY DISTANT FROM, PARALLEL TO AND SOUTHEASTERLY OF THE CENTER LINE OF THE NORTH SHORE CHANNEL;
AND ALSO THAT PORTION OF THE NORTH HALF OF VACATED NOYES AVENUE ADJOINING THE PORTIONS OF SAID LOTS DESCRIBED ABOVE.

NOTES:

1. EXCEPTION E IN THE ORIGINAL 1986 LEASE TO THE UNITED STATES OF AMERICA WAS EXCLUDED FROM THE LEASE BUT THEN ADDED TO THE LEASE PER LEASE AMENDMENT DATED JUNE 24, 1989.
2. EXCEPTION G IS THE EVANSTON FIRE DEPARTMENT PARCEL ON CENTRAL AND WAS SOLD IN 1953.

(F) CHICAGO TRANSIT AUTHORITY:
A STRIP OF LAND 30 FEET WIDE LYING SOUTHWESTERLY OF AND ADJACENT TO THE SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE CHICAGO TRANSIT AUTHORITY EXTENDING FROM THE SOUTH LINE OF CENTRAL STREET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 7; ALSO
A STRIP OF LAND IN BLOCKS 15 AND 18 OF THE UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF THE ARCHANGE OUILMETTE RESERVATION, BEING 30 FEET WIDE AND LYING SOUTHWESTERLY OF AND ADJACENT TO SAID SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE TRANSIT AUTHORITY AND EXTENDING NORTHWESTERLY FROM THE NORTH LINE OF SAID CENTRAL STREET TO A LINE 80 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL;
EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN RED ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART THEREOF.

(G) EVANSTON FIRE DEPARTMENT
THOSE PORTIONS OF BLOCKS 15 AND 18 IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE WHICH LIE SOUTHEASTERLY OF A LINE PARALLEL TO AND 100 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTERLINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND SOUTHWESTERLY OF A LINE PARALLEL TO AND 30 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THE 60 FOOT WIDE RIGHT OF WAY OWNED BY THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD COMPANY; CONTAINING FORTY-EIGHT HUNDREDTHS (0.48) ACRES, MORE OR LESS, SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK, AND STATE OF ILLINOIS.

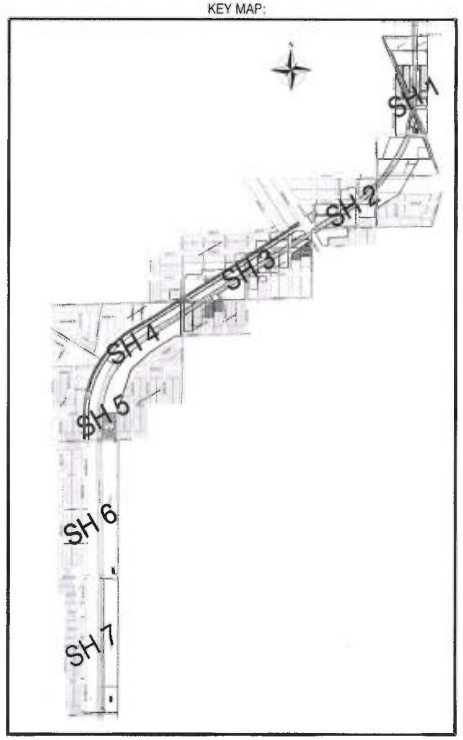
THAT PART OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO THAT LIES WESTERLY AND NORTHWESTERLY OF THE TOP OF THE WESTERLY AND NORTHWESTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND TO THE NORTH LINE OF EVANSTON-ELGIN ROAD (EMERSON-SIMPSON STREET) EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL, THERE WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(H) CHICAGO TRANSIT AUTHORITY:
THE STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF THE IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE NORTHEASTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID 70 FOOT RIGHT OF WAY AND EXTENDING FROM THE NORTH LINE OF SAID SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION TO A LINE WHICH IS 60 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL; ALSO
A STRIP OF LAND 30 FEET WIDE LYING NORTHEASTERLY OF AND ADJACENT TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PRESENT 60 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND EXTENDING ACROSS THE NORTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION, EXCEPTING THEREFROM ISABELLA STREET; ALSO
A STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GECRGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF SAID 70 FOOT RIGHT OF WAY EXTENDING FROM THE WEST LINE OF SAID BLOCK 3 OF IRA BROWN'S SUBDIVISION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL, AND EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN McCORMICK ROAD, PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN YELLOW ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

EVANSTON LEASE HISTORY

1. DOC: L-064 EVANSTON 9-16-1965, LEASE (064) DATED 9/16/1965, INCLUDES DEED PARCELS 74 AND 76, DEMPSTER TO MAIN ST.
2. DOC: EVANSTON 10-14-1966, LEASE (063) DATED 10/14/1966, IS THE GOLF COURSE LEASE FROM THE EVANSTON/WILMETE BORDER SOUTH TO THE NORTH LINE OF CHURCH STREET.
3. DOC: EVANSTON 8-24-1969, AMENDMENT TO LEASE DATED 8-24-1969, AMENDS THE INITIAL LEASE TERMINATING PARAGRAPH "E" USA FROM THE LEASE.
4. DOC: L-064 EVANSTON 9-21-1978, LEASE (064) EXTENSION DATED 9-21-1978, EXTENDS LEASE FOR DEED PARCELS 74 AND 76 TO YEAR 2000
5. DOC: EVANSTON 9-21-1978, LEASE (063) EXTENSION DATED 9-21-1978, EXTENDS GOLF COURSE LEASE TO YEAR 2000.
6. DOC: L-064 EVANSTON 5-21-1981, AMENDMENT TO LEASE DATED 5-21-1981, ADDS LAND TO THE LEASE FROM THE NORTH ROW OF MAIN ST NORTH TO THE EXISTING LEASE PARCEL.
7. DOC: EVANSTON 4-21-1994, LEASE (063 & 064) EXTENSION DATED 4-21-1994, EXTENDS BOTH LEASES TO MAY 31, 2032, NCLUDES BOTH INITIAL LEASES AND AMENDMENTS; BUT DOES NOT MENTION THE 1981 ADDITION OF LAND NORTH OF MAIN ST.
8. DOC: L-064 EVANSTON 8-8-2002, AMENDMENT TO LEASE 064 DATED REV 10-24-2002, REMOVES LAND FROM LEASE APPROXIMATELY 0.05+/- ACRES ALONG THE SOUTH ROW LINE OF DEMPSTER THAT IS TAKEN FOR ROW.
9. DOC: EVANSTON 9-9-2004, AMENDMENT TO LEASE 063 DATED 9-9-2004, REMOVES A 15'X177' STRIP OF LAND ADJACENT TO 2145 GREY AVE AND SELLS IT TO 2145 GREY AVE.

KEY MAP:



TOTAL ACREAGE FOR L-063 = 92.2 ACRES ±
TOTAL ACREAGE FOR L-064 = 16.4 ACRES ±

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, HBK ENGINEERING, LLC, DO HEREBY DECLARE THAT THE PLAT HEREON DRAWN WAS PREPARED FROM EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF AUGUST, A.D. 2016.

BY: _____
THOMAS L. HAGENSEE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2419
LICENSE EXPIRES NOVEMBER 30, 2016

THOMAS E. HAGENSEE 2419 ELMHURST ILLINOIS PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

SEGMENT: 16-0072

NOTES:

ENGINEER:
hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO. 184-002208

OWNER/DEVELOPER:
Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

REV	DATE	DESCRIPTION	BY
R1	8/18/2016	Exception A	
R2	8/26/2016	MWRD Comments	
R3	9/01/2016	Exception E Note	
R4	9/09/16	Revised Legal Description	
R5	10/05/2016	MWRD Comments	
R6	10/14/2016	MWRD Comments	
R7	2/09/2019	Rev Lease 063 Area	
R8			
R9			
R10			
R11			
R12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
DATE ORIGINAL: August 12, 2016
SHEET: 8 OF 8

16-0072
hbk
ENGINEERING
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
PLAT OF SURVEY
PROJECT MANAGER:
Bethany N. Borowiak, P.E.
1 inch = 100 ft.
EVANSTON
WILMETTE
NORTH SHORE CHANNEL
BAXTER'S SUBDIVISION
ISABELLA ST.
CHANCELLOR ST.
CENTRAL ST.
ASBURY AVE.
BRYANT AVE.
COOPER AVE.
GIRARD AVE.
COOPER CHANNEL
VACATED
LOT 83
LOT 84
BLOCK 3
BLOCK 2
BLOCK 7
BLOCK 10
BLOCK 14
BLOCK 15
BLOCK 18
BLOCK 19
225
224
223
222
188
187
186
185
180
179
178
177
176
175
174
173
LEGEND:
DEED PARCEL # AS SHOWN ON THE ATLAS OF RIGHT-OF-WAY ACROSS THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASE TO OTHERS
L-963 TOTAL ACREAGE = 92.2 acres ±
L-964 TOTAL ACREAGE = 18.4 acres ±
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHOWN HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.
JJLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1" = 100'
1 OF: 8
EXHIBIT
B

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Sawinski, P.E.



LEGEND:

DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.

NOTE:

THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.

16-0072

ENGINEER:

hbk ENGINEERING

923 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO: 184-002308

Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:

PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

REV	DATE	DESCRIPTION	BY
01	8/19/2016	Exception A	DLG
02	8/26/2016	MWRD Comments	DLG
03	9/01/2016	Exception E Note	DLG
04	10/01/2016	MWRD Comments	DLG
05	10/14/2016	MWRD Comments	DLG
06	1/09/2017	As-Parcel #172	DLG

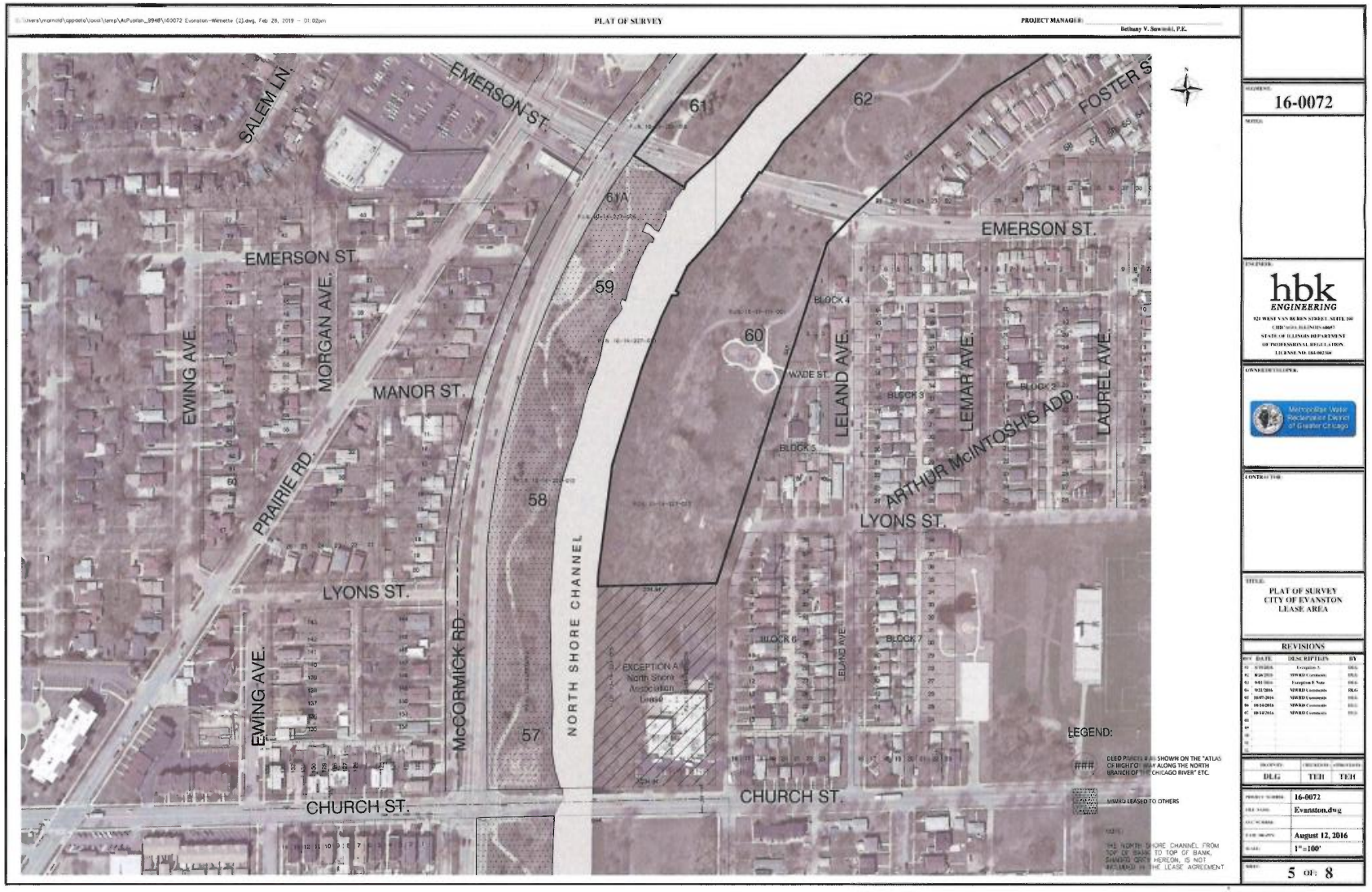
DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER:	16-0072
FILE NAME:	Evanston.dwg
DATE:	August 12, 2016
SCALE:	1"=100'

2 OF: 8

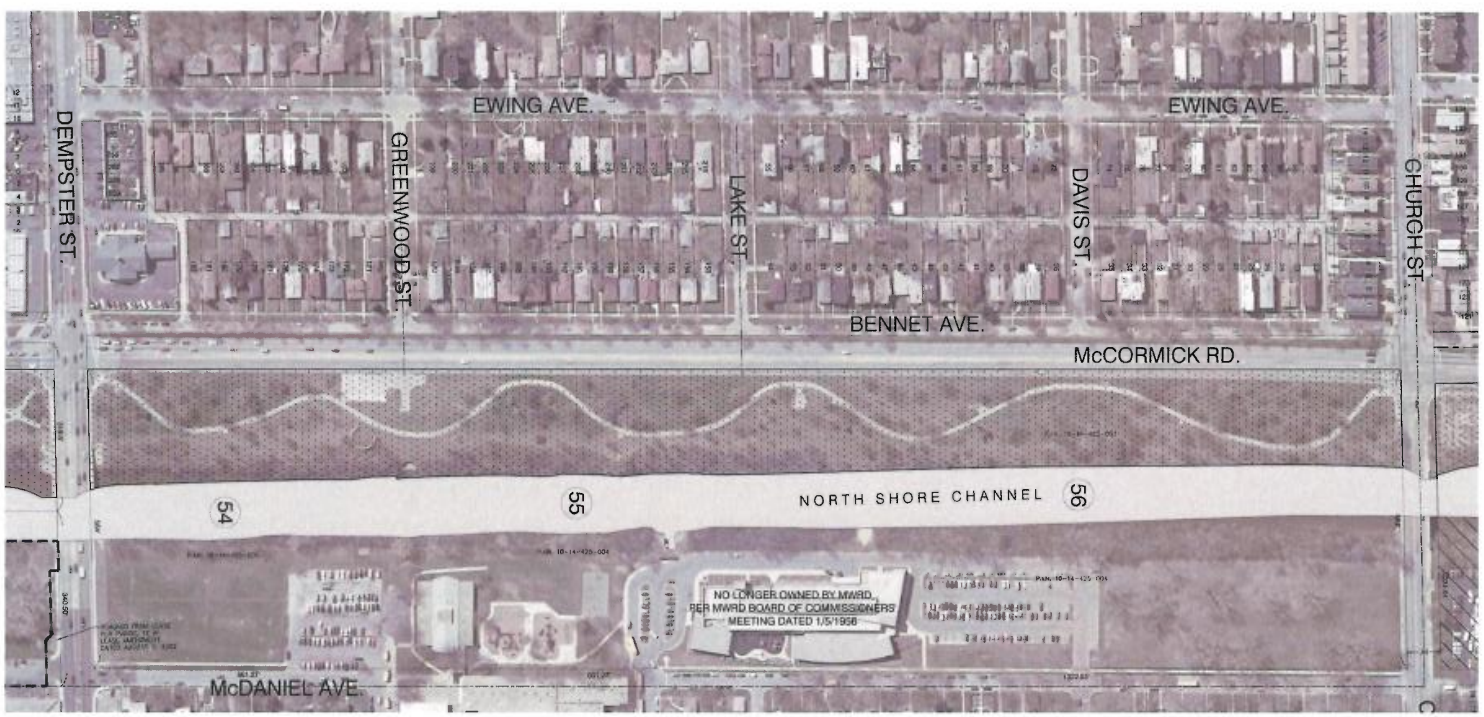
16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
BLG
TEB
16-0072
August 12, 2016
1"=100'
3 OF 8
PLAT OF SURVEY
LEGEND:
GREENBAY
ASHLAND AVE.
DEWEY AVE.
NOYES ST.
RAYNE ST.
SIMPSON ST.
DARROW AVE
GRANT ST.
MCCORMICK RD
DODGE AVE
BROWN AVE
GREY AVE
HARTREY AVE
ROBERT COMMONS SUBD
NORTH SHORE CHANNEL
BRIDGE ST
BROWNE AVE
PARTITION OF PART OF EAST 1/2 OF SW1/4 OF SEC. 13-41-13
CHANNEL

PLAT OF SURVEY
PROJECT MANAGER
16-0072
hbk
ENGINEERING
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
DLG
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
4 OF 8
SIMPSON ST.
GREY AVE.
FOSTER ST.
HARTREY AVE.
NORTH SHORE CHANNEL
MCCORMICK RD.
OWNERS SUBDIVISION
HAWTHORNE LN.
HAWTHORNE LN.
MARTHA LN.
McDANIEL AVE.
BENNETT AVE.
EMERSON ST.
EMERSON ST.
LEMAR AVE
LAUREL AVE
LELAND AVE.
McINTOSH'S ADD.
WADE ST.
MANOR ST.
MORGAN AVE.
LEGEND:
BLOCK 4
BLOCK 5
BLOCK 3
61
61A
62
63
65
66
59
60


PLAT OF SURVEY
PROJECT MANAGER:
Bethany V. Sowinski, P.E.
SALEM LN.
EMERSON ST.
61
62
FOSTER ST.
61A
EMERSON ST.
EMERSON ST.
59
60
BLOCK 4
WADE ST.
LELAND AVE.
LEMAR AVE.
LAUREL AVE.
BLOCK 3
BLOCK 2
ARTHUR McINTOSH'S ADD.
EWING AVE.
MORGAN AVE.
MANOR ST.
PRAIRIE RD.
58
LYONS ST.
LYONS ST.
NORTH SHORE CHANNEL
McCORMICK RD.
EWING AVE.
EXCEPTION A
North Shore Association Deed
BLOCK 6
BLOCK 7
ELMO AVE.
57
CHURCH ST.
CHURCH ST.
LEGEND:
DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.
MWRD LEASED TO OTHERS
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT
16-0072
hbk
ENGINEERING
923 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO: 184.002360
Metropolitan Water Reclamation District of Greater Chicago
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
REVISIONS
DESCRIPTION
Exception A
MWRD Comments
Exception E Note
MWRD Comments
MWRD Comments
MWRD Comments
MWRD Comments
DLG
TEH
TEH
16-0072
Evanston.dwg
August 12, 2016
1"=100'
5 OF 8

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Nowinski, P.E.



LEGEND:

DEED PARCEL # AS SHOWN ON THE "ATLAS OF RIGHT OF WAY ALONG THE NORTH BRANCH OF THE CHICAGO RIVER" ETC.

MWRD LEASED TO OTHERS

NOTE:

THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT.

16-0072

NOTES:

ENGINEER:
hbk
ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

OWNER/DEVELOPER:
Metropolitan Water Reclamation District of Greater Chicago

SUBMITTED FOR:

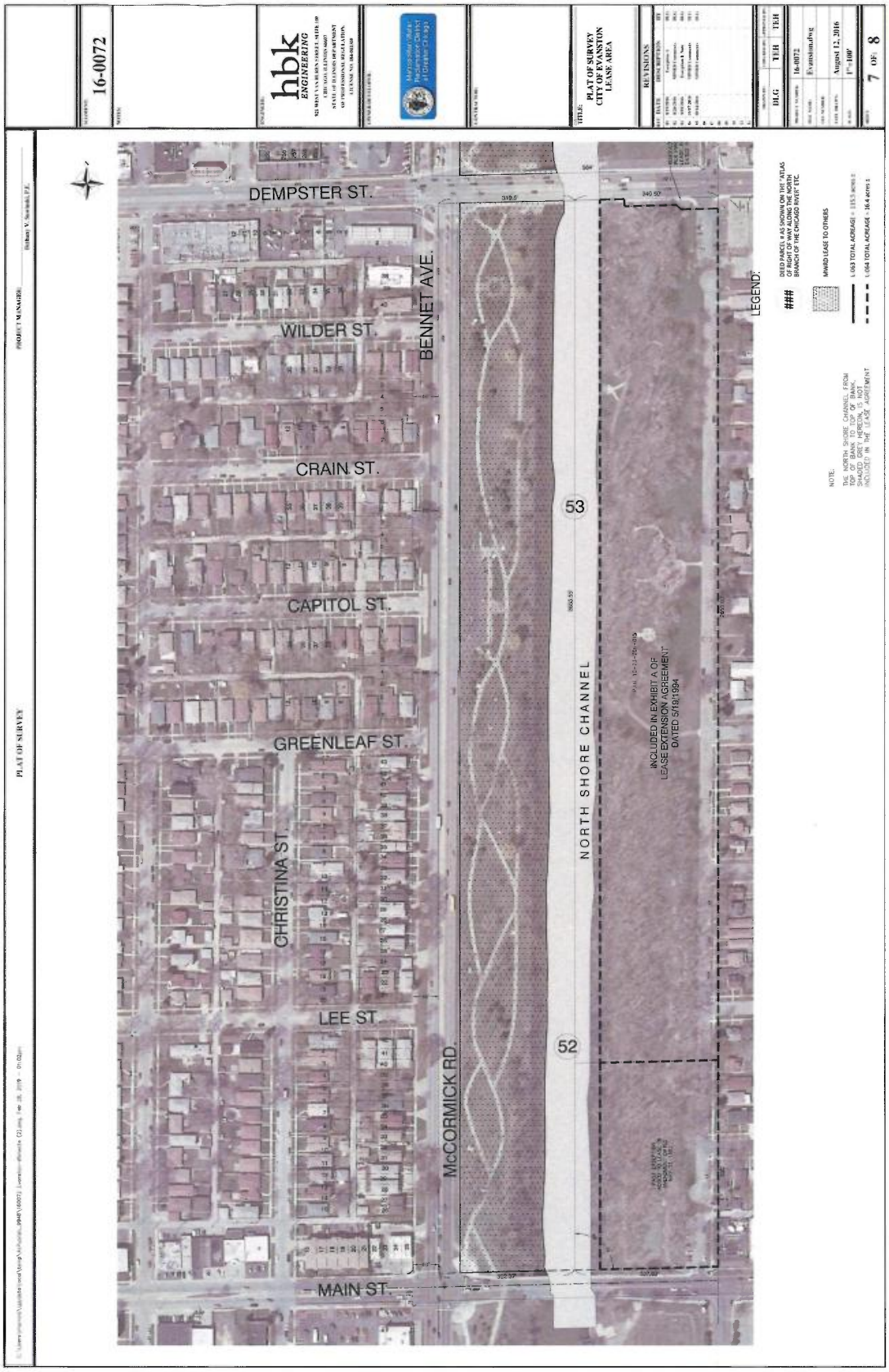
TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

REV	DATE	DESCRIPTION	BY
1	8/19/2016	Exception A	DLG
2	8/26/2016	MWRD Comments	DLG
3	9/01/2016	Exception E Note	DLG
4	9/21/2016	MWRD Comments	DLG
5	10/07/2016	MWRD Comments	DLG
6	10/18/2016	MWRD Comments	DLG

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER:	16-0072
DGN NAME:	Evanston.dwg
DATE DRAWN:	August 12, 2016
SCALE:	1"=100'
SHEET:	6 OF: 8


DEMPSTER ST.
BENNET AVE.
WILDER ST.
CRAIN ST.
CAPITOL ST.
GREENLEAF ST.
CHRISTINA ST.
LEE ST.
McCORMICK RD.
MAIN ST.
NORTH SHORE CHANNEL
53
52
INCLUDED IN EXHIBIT A OF LEASE EXTENSION AGREEMENT DATED 5/19/1994
LEGEND:
MWRD LEASE TO OTHERS
L-053 TOTAL ACREAGE = 115.5 ACRES ±
L-054 TOTAL ACREAGE = 16.4 ACRES ±
NOTE:
THE NORTH SHORE CHANNEL FROM TOP OF BANK TO TOP OF BANK, SHADED GREY HEREON, IS NOT INCLUDED IN THE LEASE AGREEMENT
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA
hbk
ENGINEERING
16-0072
DLG
TEH
August 12, 2016
1" = 100'
7 OF 8

PLAT OF SURVEY

PROJECT MANAGER: Bethany V. Steinfeldt, P.E.

LEGAL DESCRIPTION:

THAT PART OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
TAKING AS A POINT OF BEGINNING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 337.63 FEET TO A POINT;
THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 15 SECONDS, AS MEASURED FROM EAST TO NORTH, 2653.55 FEET TO A POINT ON THE NORTH LINE OF SECTION 23,
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 23, 340.50 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 23,
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 2655.60 FEET, MORE OR LESS TO THE POINT OF BEGINNING;
EXCEPT THAT PART THEREOF LYING WESTERLY OF THE TOP OF THE EASTERLY BANK OF THE NORTH SHORE CHANNEL;
AND EXCEPT THAT PART OF SAID SECTION 23 THAT LIES SOUTH OF A LINE THAT IS NORTH OF AND PARALLEL TO AND 530 FEET NORMALLY DISTANT FROM THE SOUTH LINE OF NORTHEAST QUARTER AND EXCEPT THAT PART DEDICATED FOR DEMPSTER STREET, ALL AS SHOWN ON THE PLAT ATTACHED HERETO AND MADE A PART HEREOF MARKED "EXHIBIT A" AND SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS.

AND ALSO:

THAT PART OF THE RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND THAT LIES EASTERLY AND SOUTHEASTERLY OF THE TOP OF THE EASTERLY AND SOUTHEASTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND THE NORTH LINE OF CHURCH STREET, EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(A) NORTH SHORE ASSOCIATION FOR RETARDED CHILDREN:
THE EAST 234.84 FEET OF LOT 13 OF COUNTY CLERK'S DIVISION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM CHURCH STREET).

(B) COMMUNITY HOSPITAL OF EVANSTON:
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF BRIDGE STREET AND A LINE PARALLEL TO AND 130 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO;
THENCE SOUTHWESTERLY ON SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 2 IN WHIPPLE'S ADDITION TO EVANSTON (A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN);
THENCE SOUTH ON SAID WEST BLOCK LINE TO THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 2;
THENCE EAST ON THE SOUTH LINE OF SAID LOT 37 TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH ON THE EAST LINE OF SAID BLOCK 2 TO ITS INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 7 OF BLOCK 2 OF CULVER'S ADDITION TO EVANSTON (A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE EAST ON THE EXTENDED SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE THEREOF TO THE EAST LINE OF SAID BLOCK 2 OF CULVER'S ADDITION;
THENCE NORTH ON SAID EAST BLOCK LINE AND ITS EXTENSION TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF BRIDGE STREET;
THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY LINE OF BRIDGE STREET TO THE POINT OF BEGINNING.

(C) CITY OF EVANSTON:
LOTS 1, 2, 3 AND 4 OF OWNERS RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN PAYNES ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 14, 15, 16 AND THE NORTH 12 ½ FEET OF LOT 13 IN SAID BLOCK 6, THE ADJOINING VACATED NOYES STREET AND VACATED DEWEY AVENUE AND THE VACATED ALLEY IN SAID BLOCK 6 EXCEPT THOSE PORTIONS OF SAID LOT 16, VACATED NOYES STREET AND VACATED DEWEY AVENUE LYING NORTHWESTERLY OF A LINE PARALLEL TO AND 130 FEET DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND EXCEPT THE EAST 1/3 FEET OF THE NORTH HALF OF SAID VACATED NOYES STREET.

(D) FERMALAWN PRODUCTS COMPANY:
LOTS 7, 8, 9 AND THE EAST HALF OF LOT 10 IN BLOCK 1 IN PAYNE'S ADDITION TO EVANSTON IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID LOT 7 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF GREEN BAY ROAD AND EXCEPT THOSE PORTIONS OF SAID LOTS LYING NORTHWESTERLY OF A LINE 130 FEET NORMALLY DISTANT FROM, PARALLEL TO AND SOUTHEASTERLY OF THE CENTER LINE OF THE NORTH CHANNEL;
AND ALSO THAT PORTION OF THE NORTH HALF OF VACATED NOYES AVENUE ADJOINING THE PORTIONS OF SAID LOTS DESCRIBED ABOVE.

NOTES:

1. EXCEPTION E IN THE ORIGINAL 1986 LEASE TO THE UNITED STATES OF AMERICA WAS EXCLUDED FROM THE LEASE BUT THEN ADDED TO THE LEASE PER LEASE AMENDMENT DATED JUNE 24, 1969.
2. EXCEPTION G IS THE EVANSTON FIRE DEPARTMENT PARCEL ON CENTRAL AND WAS SOLD IN 1953.

(F) CHICAGO TRANSIT AUTHORITY:
A STRIP OF LAND 30 FEET WIDE LYING SOUTHWESTERLY OF AND ADJACENT TO THE SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE CHICAGO TRANSIT AUTHORITY EXTENDING FROM THE SOUTH LINE OF CENTRAL STREET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SECTION 7; ALSO
A STRIP OF LAND IN BLOCKS 15 AND 18 OF THE UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF THE ARCHANGE OUILMETTE RESERVATION, BEING 30 FEET WIDE AND LYING SOUTHWESTERLY OF AND ADJACENT TO SAID SOUTHWESTERLY LINE OF THE PRESENT 60 FOOT RIGHT-OF-WAY OWNED BY THE TRANSIT AUTHORITY AND EXTENDING NORTHWESTERLY FROM THE NORTH LINE OF SAID CENTRAL STREET TO A LINE 80 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL;
EXCEPT THOSE PORTIONS OF SAID RIGHT-OF-WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN RED ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART THEREOF.

(G) EVANSTON FIRE DEPARTMENT
THOSE PORTIONS OF BLOCKS 15 AND 18 IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE WHICH LIE SOUTHEASTERLY OF A LINE PARALLEL TO AND 100 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTERLINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AND SOUTHWESTERLY OF A LINE PARALLEL TO AND 30 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THE 80 FOOT WIDE RIGHT OF WAY OWNED BY THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD COMPANY, CONTAINING FORTY-EIGHT HUNDREDTHS (0.48) ACRES, MORE OR LESS, SITUATED IN THE CITY OF EVANSTON, COUNTY OF COOK, AND STATE OF ILLINOIS.

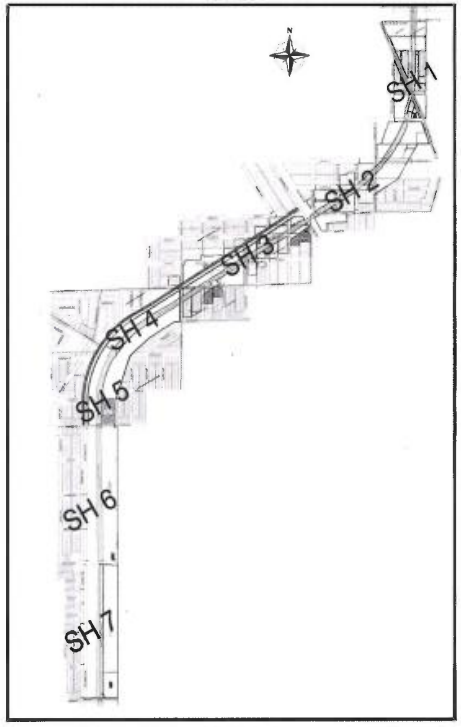
THAT PART OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL WHOSE TITLE IS VESTED PRESENTLY IN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO THAT LIES WESTERLY AND NORTHWESTERLY OF THE TOP OF THE WESTERLY AND NORTHWESTERLY BANK OF SAID NORTH SHORE CHANNEL AND THAT LIES BETWEEN THE NORTH BOUNDARY LINE OF THE CITY OF EVANSTON (SAID NORTH BOUNDARY LINE BEING NORTH OF, PARALLEL TO AND 278.20 FEET, MORE OR LESS, NORMALLY DISTANT FROM THE CENTER LINE OF ISABELLA STREET) AND TO THE NORTH LINE OF EVANSTON-ELGIN ROAD (EMERSON-SIMPSON STREET) EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL, THERE WERE HERETOFORE LEASED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO TO THE FOLLOWING PARTIES:

(H) CHICAGO TRANSIT AUTHORITY:
THE STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF THE IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21 AND 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE NORTHEASTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID 70 FOOT RIGHT OF WAY AND EXTENDING FROM THE NORTH LINE OF SAID SOUTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL; ALSO
A STRIP OF LAND 30 FEET WIDE LYING NORTHEASTERLY OF AND ADJACENT TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PRESENT 60 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND EXTENDING ACROSS THE NORTH HALF OF LOT 20 OF GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION, EXCEPTING THEREFROM ISABELLA STREET; ALSO
A STRIP OF LAND IN I.R. HITT'S SUBDIVISION OF BLOCK 11, AND IN BLOCK 3 AND 6 OF IRA BROWN'S SUBDIVISION OF BLOCK 1 TO 8 BOTH IN UNIVERSITY SUBDIVISION OF LOTS 21, 22 AND THE SOUTH HALF OF LOT 20 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION, LYING BETWEEN THE SOUTHWESTERLY LINE OF THE PRESENT 70 FOOT RIGHT OF WAY OWNED BY THE SAID TRANSIT AUTHORITY AND A STRAIGHT LINE 60 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF SAID 70 FOOT RIGHT OF WAY EXTENDING FROM THE WEST LINE OF SAID BLOCK 3 OF IRA BROWN'S SUBDIVISION TO A LINE WHICH IS 80 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID NORTH SHORE CHANNEL AND EXCEPT THOSE PORTIONS OF SAID RIGHT OF WAY OF THE NORTH SHORE CHANNEL THAT ARE LOCATED WITHIN MCCORMICK ROAD, PUBLIC STREETS, HIGHWAYS AND PUBLIC RIGHTS OF WAY. ALL BEING IN THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS AND AS SHOWN COLORED IN YELLOW ON PLAT MARKED "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

EVANSTON LEASE HISTORY

1. DOC. L-064 EVANSTON 9-16-1965, LEASE (064) DATED 9/16/1965. INCLUDES DEED PARCELS 74 AND 76, DEMPSTER TO MAIN ST.
2. DOC. EVANSTON 10-14-1986, LEASE (063) DATED 10/14/1986, IS THE GOLF COURSE LEASE FROM THE EVANSTON/WILMETE BORDER SOUTH TO THE NORTH LINE OF CHURCH STREET.
3. DOC. EVANSTON 6-24-1969, AMENDMENT TO LEASE DATED 6-24-1969, AMENDS THE INITIAL LEASE TERMINATING PARAGRAPH "E" USA FROM THE LEASE.
4. DOC. L-064 EVANSTON 9-21-1978, LEASE (084) EXTENSION DATED 9-21-1978, EXTENDS LEASE FOR DEED PARCELS 74 AND 76 TO YEAR 2000
5. DOC. EVANSTON 9-21-1978, LEASE (063) EXTENSION DATED 9-21-1978, EXTENDS GOLF COURSE LEASE TO YEAR 2000.
6. DOC. L-064 EVANSTON 5-21-1981, AMENDMENT TO LEASE DATED 5-21-1981, ADDS LAND TO THE LEASE FROM THE NORTH ROW OF MAIN ST NORTH TO THE EXISTING LEASE PARCEL.
7. DOC. EVANSTON 4-21-1994, LEASE (063 & 064) EXTENSION DATED 4-21-1994, EXTENDS BOTH LEASES TO MAY 31, 2032. INCLUDES BOTH INITIAL LEASES AND AMENDMENTS; BUT DOES NOT MENTION THE 1981 ADDITION OF LAND NORTH OF MAIN ST.
8. DOC. L-064 EVANSTON 8-8-2002, AMENDMENT TO LEASE 064 DATED REV 10-24-2002, REMOVES LAND FROM LEASE APPROXIMATELY 0.05+/- ACRES ALONG THE SOUTH ROW LINE OF DEMPSTER THAT IS TAKEN FOR ROW.
9. DOC. EVANSTON 9-9-2004, AMENDMENT TO LEASE 063 DATED 9-9-2004, REMOVES A 15'X177' STRIP OF LAND ADJACENT TO 2145 GREY AVE AND SELLS IT TO 2145 GREY AVE.

KEY MAP:



TOTAL ACREAGE FOR L-063 = 92.2 ACRES ±
TOTAL ACREAGE FOR L-064 = 16.4 ACRES ±

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, HBK ENGINEERING, LLC, DO HEREBY DECLARE THAT THE PLAT HEREON DRAWN WAS PREPARED FROM EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF AUGUST, A.D. 2016.

BY: Thomas E. Hagensen
THOMAS E. HAGENSEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2419
LICENSE EXPIRES NOVEMBER 30, 2018

THOMAS E. HAGENSEN 035-002419 ILLINOIS PROFESSIONAL LAND SURVEYOR ELMHURST, ILLINOIS STATE OF ILLINOIS

SEGMENT: 16-0072

NOTES:

ENGINEER:
hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION
LICENSE NO. 184-001208

OWNER/DEVELOPER:
Metropolitan Water Reclamation District of Greater Chicago

CONTRACTOR:

TITLE:
PLAT OF SURVEY
CITY OF EVANSTON
LEASE AREA

REVISIONS

NO	DATE	DESCRIPTION	BY
01	8/19/2016	Exception 9	MLG
02	8/26/2016	MWRD Comments	ELG
03	9/01/2016	Exception E Note	MLG
04	9/09/16	Revised Legal Description	TEH
05	10/07/2016	MWRD Comments	MLG
06	10/12/2016	MWRD Comments	MLG
07	11/01/2016	Rev Lease 063 Area	TEH

DRAWN BY:	CHECKED BY:	APPROVED BY:
DLG	TEH	TEH

PROJECT NUMBER: 16-0072
FILE NAME: Evanston.dwg
DATE ISSUED: August 12, 2016
SCALE:
SHEET: 8 OF: 8

Metropolitan Water Reclamation District of Greater Chicago
Green Infrastructure ("GI") Program Form
(Complete All Applicable Sections Fully)

1) Lessee's Name: _____

2) Leased Premises: •Address: _____ •District Channel Atlas Parcel No.: _____
Street City/Township
•Approx. # of acres: _____ •Approx. surface area of impervious surfaces (e.g., paved surfaces, rooftops): _____ sq. ft.

3) Location of GI: (check one box) ☐ on Leased Premises ☐ off-site ☐ both

•If off-site, address where GI will be installed: _____
Street City/Township Permanent Index Number

4) Do you have Green Infrastructure Project Plans stamped by a licensed professional engineer? ☐ Yes ☐ No

•If yes, enclose your Project Plans with this form. The Plans must specify the maximum available retention capacity of the project in any individual storm event, and the calculations used to determine the project's retention capacity in gallons.
•If no, refer to the chart below to determine your GI project's Design Retention Capacity ("DRC"). A site drawing that adequately depicts the location of all buildings, impervious surfaces, and proposed GI, as well as a cross-section detail of the proposed GI, must be enclosed with this form.

Technology	Quantity	Unit	DRC (in gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

5) Technology, Quantity, and DRC in gallons to be provided: (check each applicable box and fill in each corresponding blank)

☐ Rain Gardens	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Native Plants/Landscaping	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Stormwater Trees	(Quantity: _____ trees)	(DRC: _____ gallons)
☐ Porous Pavement	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Bio-Swales	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Green Roofs	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Greenways	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)
☐ Other (specify): _____	(Quantity: _____ sq. ft.)	(DRC: _____ gallons)

6) FOR PUBLIC (GOVERNMENTAL) LEASES ONLY: Calculations:: Public lease tenants must provide volume control storage equal to the capture of 1 inch of runoff (or .083 feet) from impervious surfaces located or to be located on the Leased Premises or 5,000 gallons per leased acre, whichever results in greater retention. All public lease tenants must fill in the blanks for each of the following calculations to determine which method results in greater retention:

•Method 1 = _____ sq. ft. of impervious surfaces x 0.083 ft. x 7.48 gallons per cubic foot = _____ gallons

•Method 2 = _____ acres being leased x 5,000 gallons per leased acre = _____ gallons

7) FOR PRIVATE (NON-GOVERNMENTAL) LEASES ONLY: Credit: The District offers its private lease tenants a credit equal to 50¢ on the dollar, up to 10% of the annual rent owed, for the first 10 years of their lease with the District for expenditures pertaining to approved GI. Consult your lease agreement for a full list of exclusions and reservations. All requests for credit must a) be in writing, b) state the total credit requested in a given rental year, c) be accompanied by official invoices indicating the amount of such expenditures, and d) be promptly delivered to the Metropolitan Water Reclamation District of Greater Chicago, 100 East Erie, 3rd floor, Chicago, IL 60611, Attn: Law Department, Real Estate Division.

8) Watershed Management Ordinance ("WMO"): GI provided herein must be above and beyond what is required under the District's WMO. Article 503 of the WMO, in particular, requires non-residential development or redevelopment greater than ½ acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. If the WMO requirements apply to the leased premises, provide:

•WMO Permit No(s): _____ •Volume Control in Gallons Required under WMO: _____

9) Completion date when all GI will be installed: _____ / _____ / 20_____

CERTIFICATION: I certify that I am an authorized representative of Lessee, that the information contained in this form and its attachments is true and correct to the best of my knowledge, and that the GI referenced herein is not a pre-existing site condition nor required by federal, state, or local law, including the District's ordinances and policies other than the GI provisions contained in the District's Comprehensive Land Use Policy.

Date: _____ Signature: _____
Printed Name: _____
Title: _____

For MWRD Use Only:
The tenant is authorized to install GI at the location, and in the manner, indicated on this form and its attachments.

Approved By: _____ Date: _____

EXHIBIT C

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Green Infrastructure ("GI") Program Annual Certification

1) Lessee's Name: _____

2) Date of Lease Agreement: _____/_____/20_____

3) Check box indicating where GI was installed: (check one)

□ Leased Premises □ Off-Site

4) Address of Leased Premises or Off-Site GI:

_____

Street City/Township District Channel Atlas Parcel No. or PIN

5) Please attach to this Certification photographs taken within the last six months depicting the approved green infrastructure installed on the leased premises or off-site location.

As an authorized representative of Lessee, I hereby certify that the green infrastructure that was installed at the above-referenced premises as part of the District's Green Infrastructure Program continues to this day to be maintained in as good a condition as it was when it was originally installed pursuant to the Green Infrastructure Program form submitted by Lessee, or its predecessor, that was approved by the District. I further certify that the photographs attached to this Certification truly and accurately depict such green infrastructure, and that the photographs were taken within the six months preceding the date of this Certification.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The District's Waterway Strategy

A. District Lands Contiguous to Waterways

1. Setback Requirements: It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.

2. Bank Stabilization and Landscaped Visual Screening. All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.

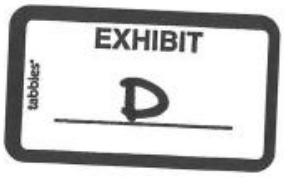
3. Penalties: Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. Limitations on Use of Lands Contiguous to North Shore Channel: All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.

2. Special Lease Conditions: All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

C. Exceptions: Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:



1. Uses Permitted Under Pre-Existing Leases: The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.

2. Variances: The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.

3. Waterborne Commerce: The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

Sign In

Metropolitan Water Reclamation District of Greater Chicago — Protecting Our Water Environment

To watch the live meeting proceedings, please refresh this page at the scheduled meeting time, a link labeled "In Progress" will appear under the **Video** column

File #:	19-0600 Version: 1		
Type:	Agenda Item	Status:	Adopted
File created:	6/12/2019	In control:	Real Estate Development Committee
On agenda:	7/11/2019	Final action:	7/11/2019
Title:	Authority to amend lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00 (Deferred from the June 20, 2019 Board Meeting)		
Attachments:	1. Amend Lease w Evanston (golf course L-063 - Aerial.pdf		

TRANSMITTAL LETTER FOR THE BOARD MEETING OF JULY 11, 2019

EXHIBIT E

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Title
Authority to amend lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00 *(Deferred from the June 20, 2019 Board Meeting)*
Body

Dear Sir:

The City of Evanston ("Evanston") leases approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel for public recreational purposes and for the operation of a public fee golf course. Evanston subleases the golf course area to the Evanston Wilmette Golf Course Association, an Illinois not-for-profit corporation commonly known as Canal Shores. The lease commenced December 1, 1966 and expires May 31, 2032. Evanston's annual base rent is $1,300.00. On April 21, 1994, the lease was amended to require Evanston to pay, in addition to the base rent, 25% of Evanston's annual net income from the operation of a parking lot and 25% of the annual net income from the operation of a golf course.

Evanston now requests to amend its lease to allow Evanston to hold festivals and outdoor concerts. This will include events such as the "Out-of-SPACE" concert series, which is planned for August 8th through August 11th, 2019, and other similar events each year. These events will primarily take place on North Shore Channel Parcel 2.08, which is where holes 1 and 2 of the golf course are located.

Evanston has also requested to amend its lease to allow the sale and consumption of alcohol on the premises, including at the festivals and concerts and in connection with golf course activities. Such use is authorized by

Illinois State Statute 235 ILCS 5/6-15, which permits the sale and consumption of alcohol on District-owned real estate that is leased to others for a term of at least 20 years, if approved by the District's Board of Commissioners. Evanston shall be responsible for ensuring compliance with all applicable state and local liquor laws.

The District's technical departments have reviewed these requests and have no objections thereto.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize an amendment to the lease agreement dated October 14, 1966, as amended, between the District and the City of Evanston on approximately 91.9 acres of District real estate located in Evanston along the North Shore Channel to: (1) allow Evanston to hold festivals and outdoor concerts and (2) allow the sale and consumption of alcohol. Consideration shall be a nominal fee of $10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said amendment to the lease agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:JJZ:BJD:vp
Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for July 11, 2019

Attachment

EXHIBIT 2

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT to the GOLF COURSE SUBLEASE AGREEMENT (this "First Amendment"), by and between the **City of Evanston**, an Illinois municipal corporation (hereinafter referred to as "City") and **Evanston-Wilmette Golf Course Association, Inc.** (hereinafter referred to as "Association"). The City and Association shall be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the Association seeks to continue the operation of a golf course on a portion of property along the canal that the City leases from the Metropolitation Water Reclamation District ("MWRD") pursuant to a master lease agreement dated October 14, 1966 (the "Master Lease") and extended pursuant to a Lease Extension Agreement dated April 21, 1994; the Master Lease expires on May 31, 2032 ("Master Lease Extension"); and

WHEREAS, the Parties entered into the Golf Course Sublease Agreement dated March 1, 2004 (the "Sublease Agreement"), the terms and conditions of which are incorporated herein by reference and attached to the amendment as Exhibit A, which provides a legal description for the premises (the "Demised Premises"); and

WHEREAS, the Parties have enjoyed several decades of collaboration in operating the aforementioned golf course and desire now to modify certain terms of the Agreement in order to clarify the obligations of each party going forward; and

WHEREAS, the Demised Premises was formally named the "Peter N. Jans Community Golf Course" at the time of the 2004 sublease and then changed to the "Frank Govern Memorial Golf Course" and now the Demised Premises is registered with the State of Illinois as the "Evanston Wilmette Golf Course" and d/b/a "Canal Shores",

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and in consideration of the lease of the Demised Premises, of TEN DOLLARS ($10.00) and for additional consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

I. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS

A. The Parties acknowledge and agree that this First Amendment shall supersede, control and be deemed to modify the terms of the Sublease Agreement. In the event of any conflict between the terms and conditions of this First Amendment and the terms of the Sublease Agreement, the parties unconditionally agree that the terms and conditions of this First Amendment shall supersede, prevail and dictate. Any term or condition of the Agreement not addressed within this First Amendment shall remain in full force and effect.

B. Recitals. The recitals are incorporated herein as if fully restated, including but not limited to the new name of the Demised Premises as the "Evanston Wilmette Golf Course" d/b/a "Canal Shores".

II. SECTION 4 – USE OF THE DEMISED PREMISES

1. Subsection 4(a) of the Sublease Agreement shall be amended by adding the following clause at the beginning of the first sentence thereof:

"Except as otherwise hereinafter provided, ..."
2. Subsection 4(b) of the Sublease Agreement shall be redacted and replaced to read as follows:

(b) Uses Outside of Scope of Golf Course Operation:

i. Association Uses Outside Scope of Golf Course Operation: Any use, which is not considered to be in furtherance of the operation of a golf course provided for in Subsection 4(a) (the "Uses Outside the Scope of Golf Course Operation"), will require the City's prior written consent, except for Tier Three Uses described in Paragraph 4(b)(ii)(c).

ii. Tiered Use Structure (the "Uses"): The Parties seek to formalize the understanding between the Parties with respect to the types of uses that require a special event permit and consent from the City prior to commencement of the activity or use. The guidelines are still subjective, but an attempt to streamline operations going forward.

a. Tier One Uses: Tier One Uses and activities are uses that involve multiple city departments and coordination efforts (Police, Public Works, Parks and Recreation, etc.) and the anticipated participation (greater than 100 people), and impact on the surrounding community is elevated, such as increased traffic congestation and noise. Examples of Tier One Uses include: larger special events such as organized cycling events, cross country skiing races, concerts, charity fundraisers or tailgating for football games.

b. Tier Two: Tier Two Uses and activities are uses that involve coordination efforts with City employees, but the anticipated participation (less than 100 people), the impact on surrounding community is not as significant, and the staff resources needed to mobilize and help coordinate the event is not as significant. Examples of Uses of include: cross-country running races, organized softball tournament, and cross-country skiing races.

c. Tier Three: Tier Three Uses and activities are uses that do not need prior written consent and a special event permit from the City. Examples of such Uses include: running, flag football or cross-country skiing groups using the Demised Premises and not related a race, picnics and barbeques that are not related to a fundraiser or larger organized event.

iii. Coordination of Uses:

a. On or before January 15th of each year, the City and the Association shall confer on the scheduling of, and the permitting for, planned Uses Outside the Scope of Golf Course Operation for the current year. If such Uses Outside the Scope of Golf Course Operation will be recurring and can be scheduled at least three months in advance thereof (e.g, alumni tent parties), then the Association and City shall establish for such recurring Uses Outside the Scope of Golf Course Operation a streamlined permitting process, which would entail the filing of a single written request with the City for a Special Events permit (see "Special Use Request" defined below). The Association can apply for each event on one permit application, however the City will assess a special event permit fee for each event that is listed on the annual application. If certain Uses Outside the Scope of Golf Course Operation would not significantly impact the City, as mutually discussed and determined by the Association and the City according to agreed upon criteria, and would not otherwise require a permit or license from the City, then the City will not qualify such Uses as a "Special Event", as defined in the City's "Special Event Permit Policy & Instructions", and will provide the Association with its prior written consent to such Uses (such pre-approved, low-impact Uses Outside the Scope of Golf Course Operation hereinafter referred to as "Pre-Exempted Uses").

b. A Special Use Request will be required for both recurring Uses Outside the Scope of Golf Course Operation, as described above, and for one-time Uses Outside the Scope of Golf Course Operation, which are not Pre-Exempted Uses ("Non-Golfing Special Events"), and it must provide the following details: (a) date(s) of the Non-Golfing Special Event(s); (b) estimated number of participants; (c) description of the Non-Golfing Special Event(s); and (d) any additional information necessary to provide an overview of the requested use.

c. The Special Use Request should be submitted to the City on or before 30 days prior to the Non-Golfing Special Event(s) in accordance with the Notice provisions in Section 11.

d. The City shall issue a response within 30 days of receipt, either rejecting, accepting, or accepting the Special Use Request with modifications.

e. The Association and City recognize and understand that the Association frequently encounters numerous fundraising and community recreation opportunities on short notice, and they shall therefore seek, in good faith and in their mutual best interests, to expedite any City permitting process even faster than provided for herein, if such short-notice opportunities arise. The Association and City also recognize and understand that third parties, unrelated to the Association or the golf course, often rent a portion of the Demised Premises from the Association in order to temporarily host events there. The Association shall indicate to the City when there is such a situation, and the City shall endeavor first and foremost to coordinate directly with such third party host about the permitting and approval process.

f. Any use of City property, other than the Demised Premises, requires written consent for said Use, and a Special Event license must be obtained and the applicable fee must be paid. Additional requirements for use including insurance, liquor license, charges for special pick-up fees, police fees, and other applicable restrictions are outside of the scope of this Sublease Agreement.

iv. City Uses Outside Scope of Golf Course Operation: The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in such a manner as to not unreasonably interfere with the Association's operation and maintenance of the golf course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and the golf course desire to schedule a program at the same time, the golf course shall have preference and selection of program times. In the event the City's use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City's use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard thereto, at the City's sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises.

Subsection 4(c) shall be amended to add the language below to the end of the paragraph:

The Association must post a minimum of 5 signs in conspicuous locations in Evanston part of the golf course to read "*Alcohol possession and consumption is prohibited on Golf Course property and is subject to police enforcement.*" Failure to post the required signage throughout the Demised Premises by July 1, 2014 shall result in a daily fine of $50.00. The Association is also required to comply with the remainder of the terms of Subsection 4(c) with respect to possession and consumption of alcohol on the Demised Premises. The City and Association are fully aware that these provisions do not apply to those

areas on the Demised Premises for which a liquor license has been obtained in connection with city-approved event (e.g., tailgating parties, celebrity gold fundraisers). The City reserves the right to prosecute violations of the City Code of 2012, as amended (the "City Code"), against the Association. For every Special Use event at which alcohol will be served, the Association must obtain, either itself or through the event host, a liquor license in accordance with the City Code application requirements in Section 3-3-4, as amended, and subject to the restrictions contained in the one-day liquor licenses in Section 3-4-6(F) and (F1).

Section 4 shall be amended to add a subsection (d), to read as follows:

(d) Repair and Maintenance.

i. No duties on City. Except to extent caused by the negligent act or omission of the City, the City shall have no duty to repair or maintain the golf course or any improvements placed on or constituting any portion of the Demised Premises. The City will not be liable for any economic loss, damage or injury, fatal or nonfatal, resulting from any damage, defect or disrepair of any improvements placed at or constituting any portion of the Premises.

ii. Repair and Maintenance Duties of Association. The Association agrees that at all times it shall operate and maintain the golf course in a manner consistent with industry standards and practices. The Association will provide at its own cost and expense, all repairs, maintenance, and required service on any improvements to the Demised Premises and to any City property other than the Demised Premises. The Association will restore the Demised Premises and any City property utilized during the Term to its original condition following an event that damaged the subject property (i.e., cycling event, tailgating, etc.).

III. SECTION 6 – RENT/INCOME: Section 6 shall be replaced in its entirety with the following language:

6. RENT/INCOME. Association agrees to pay the City as rent for the Demised Premises, which constitutes 11 holes of the 18 hole golf course, a percentage of annual net income of the Association in accordance with the terms outlined below.

(a) Master Lease: Section 4(b) of the Master Lease Extension requires that the City pay MWRD annually 25% of net income from the operation of a golf course on the Demised Premises (the "Rent"). The obligation to pay MWRD rests with the City, however as our sublessee, the operator, and owner of the golf course, the Association is vested with the responsibility to calculate the net income and pay the City the required Rent payment in order to fulfill its obligations under the Master Lease Extension.

(b) Demised Premises: The 18-hole golf course lies in two communities, 11 holes are in Evanston and 7 holes are in Wilmette.

(c) Income: "Income" is defined to include the entire amount of the sales price, whether for cash or otherwise of all sales or merchandise, services and other receipts whatsoever of all business conducted in or from the Demised Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, order taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines, sales of food and refreshments and sales by an sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of golf course professionals (including lessons, sales or resales of merchandise, events hosted at the golf course by professional and/or Association). Each sale upon installment or credit shall be treated as a sale for the full price in

the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible accounts. Income shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association personnel, nor sales of fixtures by Association shall be considered income. Lastly, no deductions shall be made from gross income for expense of premiums and other attendant expense for blanket liability and fire and extended coverage insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event that MWRD conducts an audit of Association files and determines that additional funds are owed to MWRD, the Association shall promptly issue payment to the City, or at the City's request issued directly to MWRD.

(d) Annual Net Income: Annual Net Income refers to the total net Income for the Association from its operations at the golf course for each fiscal year (January 1 – December 31st).

(e) Rent: The Rent that is attributable to the Demised Premises, which is 11/18's of the 25% of the total Annual Net Income of the Association and therefore the percentage is due and payable to the City, or at the City's request, the Rent may be made payable directly to MWRD. The Rent payment shall be made within 90 days, following the end of the fiscal year for the Association (December 31st).

(f) Annual Audit. The Association is required to conduct an annual audit of its financial operations, at its own expense, and must produce a copy of the annual audit to the City within 15 days of receipt from its auditor. In addition, the City will be provided a copy of the Association's federal tax return within 15 days of filing. The Association represents that it will also fully cooperate with any and all audits performed by MWRD or the City relative to the golf course operations and conformance with the Master Lease Agreement and this Sublease Agreement terms.

IV. SECTION 7 – INSURANCE/INDEMNIFICATION: Section 7 shall be fully redacted and replaced with the following language:

(a) Insurance. It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies with an Alfred Best Company Rating of A or better. Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by the City that will insure Landlord against liability for injury to or death of persons or damage to property occurring about the demised Premises. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $1 million property damage. Tenant agrees to maintain employees' Worker's Compensation insurance required under Illinois law, and any other insurance necessary to protect Landlord against liability to person or property. Exhibit B in the Sublease Agreement is hereby stricken intentionally and all insurance requirements are fully stated herein.

i. Insurance on Personal Property, Fixtures, Equipment and Inventory. The Association agrees to maintain on all equipment, personal property, inventory and fixtures in the Premises of at least 80 % of the insurable replacement value. The policy will name Landlord as additional insured to protect Landlord's interest as Landlord.

ii. Association Waiver of Casualty Insurance Proceeds. If the Premises are damaged by fire or other casualty insured against, Association agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by City or MWRD, or

where City is named as sole beneficiary, and that it will sign all documents required by City or the insurance company necessary in connection with the settlement of any loss.

(b) Indemnity. Association agrees that all elected officials, department and divisions officials, officers, agents, attorneys, and employees of the City shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Association or any other person. The City agrees that no employee, officer, director or agent of the Association shall be liable in any circumstances whatsoever to the City for any injury, damage, delay or loss of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on such individual's part while acting within the scope of, or in connection with, his or her position with the Association. Association shall indemnify and hold City harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Association's negligence, gross negligence, or acts of intentional misconduct.

(c) Liability for Acts or Neglect. If any damage to the Premises, or any part thereof, results from any act or neglect of Association or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, then Association shall immediately repair the same; provided, however, that the City may, at its option, repair such damage at a reasonable expense and Association shall, upon demand by the City, reimburse the City forthwith for the total cost of such reasonably priced repairs. All personal property belonging to Association shall be at the sole risk of the Association and such other person only and the City shall not be liable for damage, theft or misappropriation thereof.

V. SECTION 8 - TERMINATION: Subsective 8(a) shall be replaced in its entirety with the following language:

(a) Insurance. If the City discovers that the Association has breached its obligations to insure the Demised Premises, the City shall send written notice to the Association providing that it has thirty (30) days upon receipt of the correspondence to cure the breach. If the Association demonstrates substantial progress towards compliance with its obligation, the Association may be granted an additional fifteen (15) days to comply with the insurance requirement provided in Section 7.

VI. SECTION 9 - MATERIAL BREACH: The following clauses shall be added to Section 9 "Material Breach"; each event listed below also constitutes a material breach of the Sublease Agreement and the cure period provided in Section 8(b) remains the same:

(e) Use of the Premises by the Association for an activity or in a manner not in conformance with Section 4 of this Sublease Agreement; or

(f) Failure to issue a timely report, abide by reasonable audit requests, or provide the City with a copy of the Association's federal tax return as required under Section 5 "Master Lease Requirements/Payments"; or

(g) Failure to pay Rent pursuant to Section 6 "Rent/Income".

VII. SECTION 10 – AMENDMENTS: Section 10 shall be replaced in its entirety with the following language:

This Sublease Agreement may be modified or amended only in writing signed by the City and Association. Any proposed modifications to the Demised Premises must follow the procedure outlined in Section 1 and agreed to in writing by the Parties.

VIII. SECTION 11 – NOTICES: Section 11 shall be amended to provide for the Association's notice information. Notices to the Association shall be addressed to the following address and recipient:

Evanston-Wilmette Golf Course Association, Inc.
c/o Don Olson Insurance Agcy Inc.
417 Linden Ave Unit 1
Wilmette, IL 60091-2827

IX. ATTORNEYS FEES AND EXPENSES: The Sublease Agreement is amended to add a new section entitled "Attorneys Fees and Expenses". The section reads as follows:

If, at any time during the Term of this Sublease Agreement, the City must institute any formal judicial action or proceeding against Association to duly enforce provisions of this Lease, or any default hereunder and such enforcement succeeds, then the Association agrees to pay for the City's attorneys fees and expenses.

X. COUNTERPARTS: This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this First Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however, the parties shall exchange original signature pages as reasonably promptly following execution hereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and the effective date is the date executed by the City (the "Effective Date").

CITY OF EVANSTON

By: Wally Bobkiewicz

Print Name: Wally Bobkiewicz

Its: City Manager

Dated: 6-16, 2014

EVANSTON-WILMETTE GOLF COURSE ASSOCIATION

By: Perry Weinberg

Print Name: Perry Weinberg

Its: President

Dated: June 11, 2014

Approved as to form:
W. Grant Farrar
Corporation Counsel

EXHIBIT A

SUBLEASE AGREEMENT

EXHIBIT A
PETER N. JANS COMMUNITY GOLF COURSE SUBLEASE AGREEMENT

This AGREEMENT is made this 1 day of March, by and between the CITY OF EVANSTON, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter "the City", and the Evanston- Wilmette Golf Course Association, Inc., hereinafter "the Association."

R E C I T A L S

On April 21, 1994, the City executed an extension of lease No. L-063 dated October 14, 1966, with the Metropolitan Water Reclamation District of Greater Chicago ("the District"); said lease and extension are hereinafter referred to as "the Master Lease."

Since 1919 the City has sublet a certain portion of the leasehold property to the Association, formerly the Evanston Community Recreation Association, for use in connection with the Association's operation of the Peter N. Jans Community Golf Course, "the Demised Premises", legally described on Exhibit "A" attached hereto and made a part hereof.

As permitted by the Master Lease, the City desires to continue to sublet the Demised Premises to the Association, said sublease to supersede prior agreements and understandings between the City and the Association if inconsistent herewith and to be consistent and run concurrently with the Master Lease until May 31, 2032.

NOW THEREFORE, for and in consideration of the promises, covenants, conditions, agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Association agree as follows:

1. Agreement. All of the foregoing recitals constitute the factual basis for this transaction and are incorporated herein by reference and made a part hereof.

2. Sublease of the Demised Premises. Subject to the Association's compliance with the terms and conditions of, and fulfillment of its obligations under, this Sublease Agreement, the City hereby subleases the Demised Premises to the Association for the term and the use hereinafter set forth. The City, by action of its City Council, may, after consultation with the Association's Board, withdraw from the Demised Premises portion(s) thereof, which, in the City's sole judgment, are not needed for Golf Course operation and maintenance. The Director of Parks/Forestry & Recreation shall send the Golf Course Association written notice of his/her intent to seek City Council approval to withdraw the property or properties in question. The Association shall have thirty (30) business days after notice is given pursuant to paragraph 11, infra. to file its written objections/

comments on the City's proposed action with the City's Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If no such written objections/comments are timely filed, Sublessee shall cooperate with the City in execution of an amended Sublease which reflects the amended legal description and terms and conditions, if any, necessary or appropriate to the circumstances. The consideration due the City from Sublessee under the Sublease shall not be reduced or changed as a result of the City's exercise of its rights pursuant to this paragraph 2, inasmuch as the City shall not remove property from the Sublease which is needed for Golf Course operation and maintenance. If written objections/comments are timely filed, and thereafter the Director of Parks/Forestry and Recreation and the association fail to agree, the Golf Course Association shall have the option to file a written objection directly with the City Council within the thirty (30) days after the City gives notice of the Department of Parks/Forestry & Recreation's decision pursuant to paragraph 11, infra. to proceed notwithstanding the Association's objections. Said written objection shall state the ground(s) for objection with specificity and shall be directed to the attention of the City Clerk for the City Council to consider in making its decision. The Director of Parks/Forestry & Recreation shall notify the Association of the date and time of the City Council consideration of the proposal upon finalization of the meeting's agenda. This notice of the City Council meeting date shall be in writing and shall be given promptly, but shall not be subject to the notice time provisions of para. 11. Notice by fax to the number provided by the Association in para. 11. shall fulfill this requirement.

3. Term. This Agreement shall be in effect from the date first written above until May 31, 2032, unless sooner terminated as hereinafter provided.

4. Use of the Demised Premises.

(a) Golf Course Operation. The Association shall use the Demised Premises only for the purpose of operating and maintaining a public golf course and providing those activities and services which are customarily incidental thereto. Unless otherwise agreed in advance in writing between the City and the Association, and determined by the City to be consistent with the Master Lease, the Association shall neither make nor permit any other use of the Demised Premises, including and without limitation, parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course. This paragraph shall not be deemed to prohibit the parking or standing of motor vehicles used by the Association in connection with golf course maintenance while actively engaged in such maintenance.

(b) The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in

such a manner as to not unreasonably interfere with the Association's operation and maintenance of the Golf Course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and Golf Course desire to schedule a program at the same time, the Golf Course shall have preference in selection of program times. In the event the City's use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City's use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard, thereto, at the City's sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises. In the event that the City should realize net profit from operations on the golf course, the City will be obligated to pay 25% of the profit directly to the Metropolitan Water Reclamation District as required by the Master Lease.

(c) Alcohol on the Demised Premises. Alcoholic beverages are prohibited on the Demised Premises. This paragraph shall not be construed to prohibit the consumption or possession of alcoholic beverages within an area bounded by the north wall and the east wall of the American Legion Building at 1030 Central Street and by the intersection of a line one hundred feet (100') west of the American Legion Building and a line one hundred feet (100') south of said Building, provided the appropriate State and City Liquor licenses are in effect for the American Legion Building demised premises. The Association must post signage advising of the boundaries within which possession and consumption of alcoholic beverages are permitted. Posting and maintenance of said signs are the responsibility of the Association.

5. Master Lease Requirements/Payments. The City has provided the Association with a complete copy of the Master Lease as extended by the Lease Extension Agreement dated April 21, 1994. The Association covenants that it shall abide by the terms of the Master Lease and its action or inaction shall not cause the City to be in default or breach under said Master Lease. The Association further agrees to timely make or cause to be made such reporting and payments as may be due thereunder by the City to the District either to the City or to such third parties as directed in writing by the City. Pursuant to the Master Lease section 4 (D),the Association will provide a copy of its annual audit to the City within one hundred fifty (150) days of the end of the Association's fiscal year (which is December 31).

6. Rent/Income.

(a) Golf Course Operation. The Peter N. Jans Community Golf Course consists of eighteen (18) holes, eleven (11) of which are located in the City of Evanston. References in the Sublease to "annual income" or "annual net income" shall be read as "eleven eighteenths" (11/18th) of the "annual income" or "annual net income", as appropriate, from operation of the eighteen- (18-) hole golf course. Commencing August 31, 2000, and continuing until the termination of this sublease, the Association shall pay annually to the City or to such third parties as directed in writing by the City 25% of11/18^{ths} of Association's annual net income for each calendar year, if any, from its operation of a golf course on the Demised-Premises. Said percentage rental for each calendar year during the term of operation shall be in an amount equal to the product of 25% multiplied by 11/18^{ths} of the total net income, if any, made by the Association in and from that portion of the Demised Premises used in the operation of the golf course during such calendar year and shall be paid annually, within one hundred fifty (150) days of the end of the Association's fiscal year (which is December 31) unless payment is directed to a third party. The check shall be payable to the City and sent to the attention of the Director of Parks, Forestry and Recreation. For purposes hereof, the term "income" shall be construed to include the entire amount of the sales price, whether for cash or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the Demised-Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines or other devices, sales of food and refreshments and sales by any sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of the Golf Course Pro Manager, including but not limited to, golf lessons given by the Pro Manager, sales of any merchandise held by him/her for sale or resale and events hosted by him or her excluding his/her salary which is a business expense. Each sale upon installment or credit shall be treated as a sale for the full price in the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible credit accounts. "Income" shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association or the Golf Course Pro Manager nor sales of the Association's fixtures. No deduction from gross income shall include the expense of premiums and other attendant expense for blanket liability and fire and extended coverage insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event the Metropolitan Water Reclamation District determines that monies over and above those paid to the City on behalf of the District pursuant to this paragraph are due

and owing, the Association shall promptly upon receipt of a written request therefor from the City, pay to the City for forwarding to the District, such monies as are demanded by the District.

7. Insurance/Indemnification. The Association agrees to indemnify and hold harmless the City and the District, and provide and maintain insurance coverages in accordance with Exhibit "B" attached hereto and incorporated by reference in this Sublease Agreement. The City reserves the right to conduct annual reviews of the insurance and indemnity requirements and to modify the terms and conditions, increase the policy limits, to require the Association to purchase additional coverage or different types of coverage, and/or to require placement of insurance with a company having a higher rating with the Alfred M. Best Company. The City's failure to conduct such annual review shall not be deemed a waiver of its right to do so.

8. Termination. The Sublease may be terminated prior to its expiration on May 31, 2032, as follows:

(a) Insurance. By the City immediately upon written notice in the event the Association fails to comply with the insurance and indemnity provisions of this Sublease Agreement and fails to cure said failure within two (2) days of receipt of said written notice of said failure; The City may, but is not obligated to, give the Association additional time to cure.

(b) Other Material Breach. Except as provided in subparagraph 8 (a) above, by the City upon thirty (30) days prior written notice in the event the Association has failed to comply with any material provision(s) as hereinafter defined in paragraph 9 of this Sublease Agreement and failed to cure said failure within the thirty (30) days after receipt of written notice from the City specifying the deficiencies. In the event the breach cannot be cured within the specified thirty (30) days after notice is given pursuant to paragraph 11, infra. from the City specifying the deficiencies, the Association shall within said time provide the City with a written plan to cure acceptable to the City. In the event the written notice from the City pertains to violation of paragraph 4(a), including and without limitation to parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course, the Association shall provide the City with a plan to cure acceptable to the City within two (2) days of receipt of written notice from the City. The City may, but is not obligated to, give the Association additional time to cure pursuant to this paragraph 8(b).

(c) Termination of Master Lease.

i) Pursuant to Article 9 of the Master Lease, upon ten (10) months notice if the City of Evanston receives notice of the termination of the Master Lease by the District. Prior to termination, the Sublessee shall clean and completely restore the premises to the condition as of the date of execution of the original sublease on the 31st Day of July, A.D. 1919, pursuant to the Master Lease;

ii) Pursuant to Article 6, "Notice of Defaults," upon fifteen (15) days written notice after the Metropolitan Water Reclamation District provides notice to the City of Evanston that it will exercise its right to reenter to take possession of the Demised Premises.

(d) For Convenience. By either the City or the Association upon one (1) year advance written notice to the other party. Obligations of the parties accruing prior to the termination date shall continue until satisfied.

9. Material Breach. A material breach is defined as:

(a) An act or failure to act which has the potential to cause the City to be in breach of the Master Lease.

(b) Operation of the Golf Course in a manner which presents a threat to the public health, welfare, or safety.

(c) Failure to provide the insurance or indemnity required of the Association by this Sublease.

(d) The presence of motor vehicles on the Demised Premises in violation of paragraph 4(a) of this Sublease.

10. Amendments. The City and the Association may mutually agree in writing to amend this Sublease, provided, however, that no amendment is permitted if same would violate the terms of the Master Lease. Any amendments to the Master Lease are incorporated by reference in this Sublease as they may occur. Sublessee will cooperate with the City in execution of an amended Sublease which reflects the terms and conditions, if any, necessary or appropriate to the circumstances. The Director of Parks/Forestry & Recreation will send the Golf Course Association written notice of a proposed amendment. The Association will have thirty (30) business days after notice is given pursuant to paragraph 11, infra, to file its written objections/comments on the City's proposed action with the City's Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If the two parties fail to agree, the Golf Course Association will have the option to file a written objection directly with the City Council within the thirty (30) days of the date of the written decision

of the Director of Park/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity and shall be directed to the attention of the City Clerk for the City Council to consider in making its decision. The Director of Parks/Forestry & Recreation shall notify the Association of the date and time of the City Council consideration of the proposal upon finalization of the meeting's agenda. This notice of the City Council meeting date shall be in writing and shall be given promptly, but shall not be subject to the notice time provisions of para. 11. Notice by fax to the number provided by the Association in para. 11. shall fulfill this requirement.

11. Notices. Notices shall be in writing and either (a) personally delivered with receipted proof of delivery; or (b) mailed by first-class certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

If to City:
Director, Parks/Forestry and Recreation
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: 847-448-8040
Fax: 847-448-8051

With a copy to:
Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Fax: 847-448- 8093

If to Association:
Evanston-Wilmette Golf Course Association, Inc.
_____
_____
_____
Attention: _____
Phone:
Fax:

Or to such other address as either party may from time to time designate by written notice to the other party. A notice given by certified or registered mail will be deemed given three (3) business days after such notice is deposited in the United States mail, postage prepaid, whether or not such notice is actually received by the addressee. Notices delivered in person shall be effective upon delivery.

IN WITNESS WHEREOF, the City of Evanston and the Evanston Wilmette Golf Course Association, Inc. have each caused this Sublease agreement to be executed by its duly authorized officers, as of the day and year first above written.

CITY OF EVANSTON

By: Roger D. Crum, City Manager

Attest:

City Clerk

EVANSTON WILMETTE GOLF
COURSE ASSOCIATION, INC.

President

Attest:

Secretary

EXHIBIT A
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF -WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH - SOUTH PUBLIC ALLEY IN BLOCK 4 IN McCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH - SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST - WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF McCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST- WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST NORTH- SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH - SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF

CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK " A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY

RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR'S DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE POINT OF BEGINNING:

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CENTRAL STREET WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING:

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION; THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0 FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0

FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
JANUARY 30, 1995

EXHIBIT B

INSURANCE INDEMNITY

The Association shall procure and maintain for the duration of the Sublease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Association's operation and use of the Demised Premises. The cost of such insurance shall be borne by the Association. The Association's indemnity obligation shall not be limited by virtue of its insurance coverage(s).

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001 1185) or Insurance Services Offices form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability, or the most recent revision.

2. Any endorsement which limits contractual liability shall be deleted in its entirety. Contractual insurance shall be provided.

3. If liquor is to be sold, distributed or provided, Liquor Liability coverage in accordance with Section 6-21 of the Illinois Liquor Control Act.

4. The City is to be named as an additional insured on a non-contributory basis on all insurance required by the Sublease.

B. The Association shall maintain limits no less than:

1. **General Liability:** $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, the general coverage shall state that the Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Worker's Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against each of the Additional Insured for losses arising from the Demised Premises.

3. **All Coverages**

Each insurance policy required by this Exhibit B shall not be suspended, voided, cancelled, non-renewed, or reduced in coverage or in limits, except upon reasonable advance written notice (given to the City and MWRD at least thirty (30) days in advance) by certified mail, return receipt requested. Upon receipt of any such notice by the Association, the Association shall provide same promptly to the City and to the MWRD.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A:VII and licensed to do business in Illinois.

F. **Verification of Coverage**

The Association shall annually furnish the City, to the attention of the Director of Parks, Forestry and Recreation, with the certified policy and certified certificates of insurance and with original endorsements, if applicable, effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The contractual insurance certificate shall contain an endorsement on its face that it includes the indemnity contained in paragraph G, below.

All certificates and endorsements are to be received and approved by the City as a condition precedent to effectiveness of this sublease extension. The City reserves the right to demand and receive complete, certified copies of all required policies at any time.

G. **Indemnification**

To the extent permitted by law, the Association shall protect, indemnify, hold and save harmless and defend the City, its volunteers, agents, officers, and employees, and the MWRD against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the

employees, volunteers or officers or independent contractors or subcontractors of the Association, the Wilmette Park District, the City, or the MWRD, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the granting of this Sublease, whether such loss, damage, injury, or liability is contributed to by the negligence of the Wilmette Park District, the MWRD or by the Demised Premises themselves or attributed or alleged to be attributed to the condition of any equipment thereon whether latent or patent, or from all other causes whatsoever with the exception of the City's use of the Demised Premises for actions described in paragraph 4(b) of the sublease,. The Association will notify the City immediately in writing of any such threatened or asserted claim or liability. In the event of any conflict between the language of the above insurance policy(ies) and the language of this indemnity, this indemnity will control.

END OF EXHIBIT B

EXHIBIT B
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF -WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH - SOUTH PUBLIC ALLEY IN BLOCK 4 IN McCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH - SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST - WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF McCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST- WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST NORTH- SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH - SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF

CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK " A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY

RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR'S DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE POINT OF BEGINNING:

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CENTRAL STREET WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING:

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION; THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0 FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0

FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
JANUARY 30, 1995

EXHIBIT 3

Golf • Youth Development • Ecology • Community

Standard Operating Procedures ("SOP") for
Public Parking and Tailgating

Parties to the SOP: **City of Evanston ("Evanston"), Northwestern University ("Northwestern") and Evanston Wilmette Golf Course, Inc. ("Canal Shores")**

I. Tailgating and Parking Lots

Tailgating and parking lots are designated on the following Canal Shores' holes: 1, 2, 3, 11, 12, 14 and 15. The map attached as **Exhibit 1** shows the lots on each of those holes, as well as ingress and egress points.

In order to provide an enhanced experience in the area for the general public, nearby neighbors and fans attending Northwestern University ("Northwestern") football games, and to be sensitive to concerns of local residents, lots are designated as tailgating-only or parking-only. The tailgating lots are areas without adjacent residences.

For tailgating-only lots, capacities are modestly lower vis-à-vis capacities for the same lots when used previously for both tailgating and parking. Correspondingly, for parking-only lots, capacities are modestly higher.

The following lots are reserved for tailgating only, and capacities are indicated parenthetically:

- Holes 1 and 2 (250 vehicles)
- Hole 3 - south of green (250 vehicles)
- Hole 11 (250 vehicles)
- Hole 12 (250 vehicles)

This arrangement provides for 1,000 total spaces for tailgating. The following lots are reserved for parking only, and capacities are indicated parenthetically:

- Hole 3 - north of green (150 vehicles)
- Hole 14 (150 vehicles)
- Hole 15 (250 vehicles)

This arrangement provides for 550 total spaces for parking.

If the demand for parking exceeds capacities in parking lots, persons seeking parking will be directed to any tailgating lots with excess capacity. If the demand for tailgating exceeds capacities in tailgating lots, however, tailgaters (without a purchased tailgating pass) will not be allowed to tailgate in parking lots (but they may just park there after purchasing a parking pass).

The tailgating lots will open four hours before game time and will close two hours after the end of the game. The parking lots will open three hours before game time and will close two hours after the end of the game.

In the event that attendance at Ryan Field is limited due to the pandemic, law/regulation or force majeure, Canal Shores reserves the right to close particular lots in order to consolidate tailgating and parking into fewer lots, after consultation with and approval of City of Evanston ("Evanston") and Northwestern (such approval not to be unreasonably withheld, conditioned or delayed). If this occurs, the bifurcation between tailgating and parking will remain. But in no event shall a purchased tailgater pass not be permitted in a tailgating permitted lot or area.

Canal Shores will lead the effort to reestablish parking on Holes 14 and 15, which has not occurred in decades. Northwestern and Evanston will reasonably cooperate with Canal Shores in this effort.

To the extent Canal Shores is permitted additional tailgating and/or parking spots in addition to the approximate capacities referenced above, the parties shall first meet and confer to agree on an amendment hereto before such additional spots shall be utilized.

II. <u>Marketing and Sale of Tailgating and Parking Passes</u>

Canal Shores has been designated by Evanston as its agent for selling parking and tailgating passes and management thereof. Northwestern may purchase tailgating and parking passes directly from Canal Shores. Canal Shores will offer allocations of such passes for sale to everyone, including Northwestern and the general public, at the same time intervals and on the same pricing schemes.

Within this construct Canal Shores is still permitted to do the following: begin sales of season passes at least four weeks before beginning sales of individual passes; include a premium or discount (depending on the market) for season pass pricing (as compared to individual passes); sell individual passes pursuant to a dynamic market pricing model; include transaction fees in the cost of the passes; offer tiered pricing levels (including based on timing, location and/or capacity) for season and/or individual pass; and sell individual pass in advance and/or day-of use.

For the 2021 season, Canal Shores expects to initially sell season passes for $320 each, subject to change based on mutual agreement of the parties. At any point during the term of this SOP, the selling price of a season pass will be agreed upon by all parties. Northwestern will purchase a minimum of 500 season passes at the aforementioned price.

For the 2021 season, Canal Shores expects that the dynamic market pricing will translate into individual day-of passes selling for between $35 and $75, depending on the day and market factors.

Canal Shores will use Eventbrite or a similar third-party vendor to facilitate the sale of its season and day-of passes online and in advance to the maximum extent possible, but with the first tranche of early bird season sales no later than May 31 for each season after the 2021 season, unless otherwise agreed between Canal Shores and Northwestern.

Passes will contain scannable codes to facilitate the movement of vehicles into lots and off streets as quickly as possible. Passes will have unique identifiers that prevent them from being used twice. Each tailgating and parking lot that is open will have two scanners connected to Eventbrite's platform, or such other platform if a separate one is used. As long as Covid-19 restrictions remain in effect in Illinois, all personnel interacting with customers will wear masks and gloves.

Canal Shores also will sell day-of passes through Eventbrite or similar platforms. Canal Shores will use Google AdWords to market the availability of tailgating and parking passes to persons looking for spaces.

Canal Shores will use sandwich boards to advertise to persons driving around the neighborhoods bordering Ryan Field looking for tailgating or parking spaces. In order to help the public and get these vehicles off of streets, on game days Northwestern and Evanston will each allow a certain agreed upon number of boards to be placed on their respective properties (at pre-approved locations) in order to advertise the availability of tailgating and parking spaces.

III. <u>Management and Personnel</u>

Canal Shores has been designated by Evanston as its agent for operating/managing parking and tailgating and all services related thereto. But for the avoidance of doubt, Canal Shores may delegate, subcontract or otherwise outsource some of those services, with express written approval from the City of Evanston.

Canal Shores will provide a superintendent responsible for supervising tailgating and parking operations at Canal Shores. The superintendent will manage the supervisors for each tailgating or parking lot. The superintendent and lot supervisors will communicate via walkie talkies, and the superintendent will use a golf cart to move efficiently between lots.

The superintendent will communicate with Northwestern personnel supervising game day operations. The superintendent also will attend Northwestern's meeting on the Tuesday before each home football game to ensure that its tailgating and parking operations are fully coordinated with the safety, planning, and other measures implemented by Northwestern.

Canal Shores will hire part-time personnel 18 years of age or older to direct traffic into, within, and out of the lots. Hiring will take place before the start of each parking/tailgating season, and for consistency the persons hired will be expected to work all game days in a given season. Canal Shores

or a qualified third party will train all personnel via a standardized training program covering parking procedures and customer interaction. Canal Shores will have the right to hire a qualified third party to provide personnel to operate the tailgating and parking lots, subject to the prior written approval of the City of Evanston.

Each lot will have an appropriate number of personnel for scanning passes and directing vehicles into spots and out of lots. Vehicles will be parked pursuant to a written parking diagram for each lot (including individual parking space size), all mutually approved by the parties. All personnel will wear brightly colored vests to be visible to tailgaters and parkers. All personnel will be provided with traffic flags or batons to facilitate the direction of vehicles. For night games, personnel will be provided with flashlights or light sticks for greater visibility.

Canal Shores shall be responsible for clean up immediately following each game and must restore the lots to their original condition by the following day. Canal Shores agrees to inspect the lots after every game and to document, in a one-page summary, the condition thereof. Such documentation must be submitted within seven (7) days to MWRD's Engineer of Site Remediation (currently, Mr. Mark Leibrock, at leibrockm@mwrd.org).

Canal Shores shall be responsible for ensuring that no tailgating or parking occurs on top of MWRD infrastructure (e.g., all interceptor or TARP structure access points such as manholes, access hatches, etc.) as prohibited by MWRD. Canal Shores shall contact MWRD Senior Engineer, currently Mr. Paul Sobanski at 708-588-4080, if they have any questions regarding the location of MWRD infrastructure or if any damage occurs to District's infrastructure. Canal Shores shall be responsible for ensuring that all MWRD facilities are protected and 24-hour access maintained.

Before the first game each season, Canal Shores must provide the contact information for the person coordinating the parking and tailgating operations to MWRD's Chief of Police, currently Chief Heidenreich, at heidenreichk@mwrd.org.

IV. Minimizing Impact on the Neighborhood

a. Traffic Control and Security

For all parking/tailgating days, Canal Shores will hire traffic control at the ingress and egress points for Holes 1-2 and 12, and will use its best efforts to hire Evanston Police Department officers to fill such role. For high-attendance days, Canal Shores also will hire officers or other qualified persons for Holes 3 and 14. The locations where passes will be scanned on each lot will be inset from curb cuts in order to reduce vehicular back-up on streets. Evanston will provide traffic barricades to assist with traffic control at ingress and egress points.

Canal Shores will hire private security personnel to patrol lots for all parking/tailgating days. For high-attendance days, Canal Shores will hire additional security personnel. Security personnel will promptly report any incidents to the superintendent and coordinate with Evanston Police Officers where appropriate.

b. Rules and Regulations for Tailgaters and Parkers

Rules and regulations for tailgating and parking must be agreed to digitally when tailgaters and parkers purchase passes via Eventbrite or such other platform. These same rules and regulations will either be posted on a Northwestern web site or otherwise communicated by Northwestern to its season tailgating/parking holders to ensure consistency. Additionally, for high-attendance days, Canal Shores will use its best efforts to hand out rules and regulations to tailgaters. Rules and regulations are attached as **Exhibit 2** (any changes thereto shall be mutually agreed upon by the parties). They set forth a variety of restrictions and a code of conduct.

c. Fencing and Roping

Canal Shores will provide the materials and labor to fence-off and rope-off areas requiring protection for each game. These areas will include tees, wetlands, the wooded area adjacent to the 12th hole tee, the eastern boundary of the area north of the 3rd green, and any other areas where reasonable input from neighbors or Evanston indicates a need to protect private or public property.

d. Communication with Neighbors

Northwestern, Canal Shores and Evanston will co-host a meeting with neighbors no later than May 1st of each year regarding the tailgating and parking plan for the upcoming season. Canal Shores will listen to all valid concerns and implement any responsive measures that may be appropriate after consultation with and approval of Evanston and Northwestern (such approval not to be unreasonably withheld, conditioned or delayed). Additionally, Canal Shores will communicate in advance with neighbors for any matters requiring special attention (*e.g.*, Friday night games).

V. Services Secured by Canal Shores

Canal Shores shall be responsible for all tailgating and parking operations on and around the lots. Canal Shores will secure and pay for and supervise all parking and tailgating personnel, traffic control and security needed for the lots on Holes 1, 2, 3, 11, 12, 14, and 15. Canal Shores also will secure and pay to put out and take down all roping and fencing required for the lots. Canal Shores' personnel will sweep the lots during and after games to clean up trash that is not placed in trash containers.

Northwestern agrees to use its commercially reasonable best efforts to obtain the same pricing from SP+ (or its then current parking service provider) for Canal Shores (for tailgating/parking purposes in the locations and on the days/times as contemplated herein) that Northwestern gets from SP+ (or its then current parking service provider) for its own football parking services.

In the days leading up to games, Canal Shores will inspect the lots to assess whether mitigation measures are required to prevent damage to the land due to wet conditions. These measures will include roping off portions of areas deemed to be too wet to support vehicles, placing plywood or mulch to ingress and egress areas for lots, and applying drying agents to the portions of areas where vehicles will park. Canal Shores will have the right to reasonably limit the number of

vehicles allowed in lots due to wet conditions, and will inform Northwestern of such decision as soon as possible but in no event no later than before the lots open. In the event that wet conditions limit tailgating and parking to such an extent that the lots cannot fully accommodate all or some holders of passes, those holders will either be (i) refunded by Canal Shores, (ii) directed as determined by Northwestern or (iii) permitted to still tailgate/park, as applicable, in each case as determined in Northwestern's sole discretion. And in the event Northwestern chooses option (iii), if Canal Shores' superintendent reasonably documents that actual damage to the surface of the ground has directly occurred because of such tailgating/parking in such wet conditions and such damage is beyond the ordinary wear and tear attendant to tailgating/parking in normal conditions, then the superintendent shall promptly inform Northwestern in writing of such (but in no event no later than the following day). After mutual discussion and agreement between Evanston, Canal Shores and Northwestern, Northwestern will in turn promptly provide (or pay for) the materials and labor to repair such damage as agreed upon.

Other Services: Canal Shores will outsource to Northwestern to secure porta-potties, trash and coal containers, and have the option but not the obligation to outsource to Northwestern lighting apparatuses (for agreed upon games) for the lots on Holes 1, 2, 3, 11, 12, 14, and 15. In the event Canal Shores chooses to outsource lighting apparatuses to Northwestern, Canal Shores must provide Northwestern with as much advance notice of such request as possible, but in no event less than 6 days' prior notice. Northwestern shall not be responsible for operating, supervising or otherwise attending to such items, other than as follows: Northwestern will be responsible for putting out trash and coal containers, emptying them after tailgating and game hours, and removing them from the premises after the lots close. Northwestern will have the option, its sole discretion, of either placing twice as many trash containers in tailgating lots compared to prior years, or emptying trash cans on tailgating lots during tailgating and game hours. The obligation in the prior sentence does not apply to parking lots. As of the date hereof, Northwestern will choose to place double the trash containers in the tailgating lots, subject to change.

Northwestern will bill Canal Shores for the services Northwestern performs for and on behalf of Canal Shores (as Evanston's designated agent for parking/tailgating operations and management). Northwestern may provide the bill for 50% of the services as early as October 15 with the bill for all services due within two weeks of the end of the regular season, and such bill is due and payable in full within 30 days of the date of such bill.

Northwestern will secure or provide all services for parking and tailgating lots that are not located on the golf course in Northwestern's sole discretion.

VI. Length of Agreement; Refunds

Subject to each party's termination right at the end of each the 2021 and 2022 seasons, the length of the agreement will encompass all home games for the following football seasons: 2021, 2022 and 2023 football seasons. If either Northwestern or Canal Shores desires to terminate this agreement effective after the 2021 or 2022 season, the party shall serve notice in writing to the other by no later than 30 calendar days after the last regular season football game of the 2021 or 2022 season, as applicable.

If attendance at Ryan Field is limited due to the pandemic, law/regulation or force majeure, pricing for passes sold by Canal Shores will be adjusted (refunded) proportionately. For example, if attendance is limited to 25% of capacity at Ryan Field, prices will be reduced *pro rata* on a per game basis. To illustrate, if a season parking pass is $30 per game. If the holder of that pass is only allowed to attend two games, then the price would be adjusted to make the holder pay only $60 for the season, and the rest refunded. Or for any single game sales by Canal Shores, if the holder is then not allowed into Ryan Field due to the pandemic or for other reasons beyond the holder's control, then the holder shall be fully refunded for such single game sale.

All applicable fees, costs or taxes, including transaction/processing fees and amusement and/or sales taxes for season passes will be included in the price of the season passes (i.e., not paid separately or in addition to the cost of the season pass). All applicable fees, costs or taxes, including transaction/processing fees and amusement and/or sales taxes for individual passes will not be included in the price of the individual passes (i.e., they will be paid separately or in addition to the cost of the individual pass).

VII. Miscellaneous

Northwestern will inform the opposing school's athletic department (and any associated/affiliated groups that inquire) of how/where to purchase tailgating or parking via Canal Shores. Canal Shores will apply for and obtain all necessary permits and other authorizations/permissions from Evanston (and/or MWRD, as/if applicable), and Northwestern will reasonably cooperate in connection with those permits and other authorizations/permissions. Canal Shores will maintain proper and sufficient insurance, and list Northwestern, as well as Evanston and MWRD, as additional insureds for all applicable insurance, for tailgating and parking activities, and shall bear its own costs with respect thereto. Each party reserves the right to require proof of such insurance.

Each party shall be responsible for its own acts and omissions and those of its employees, trustees, directors, officers, staff, volunteers, personnel, subcontractors and other representatives and agents (other than the other party) (collectively, "Representatives"). Each party (the "indemnifying party") shall defend, indemnify and hold harmless the other party and its Representatives from and against any and all damages, claims, settlements, demands, suits, judgments, penalties and costs/expenses and all liability imposed by law arising from the indemnifying party's or any of its Representative's acts or omissions, including for property damage, personal injury and death. For the avoidance of doubt, the parties shall not be responsible or liable for any acts or omissions of any parker or tailgater.

Nothing herein shall grant either party any right or license in or to other party's intellectual property, including its name (or abbreviation or acronym thereof), trademarks, logos, etc.

If any provision of this SOP is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this SOP, and the parties shall negotiate in good faith to modify this SOP so as to effect the original intent of the parties as closely as possible. The parties are and shall be independent contractors and this SOP shall not be construed to

create any relationship of partnership, joint venture or other similar relationship.

This SOP shall be exclusively governed by and construed in accordance with the laws of Illinois, excluding its choice or conflict of law principles. All disputes and claims relating to this SOP not resolved between the parties shall be resolved exclusively by binding arbitration applying Illinois law and administered by the International Institute for Conflict Prevention & Resolution in accordance with its arbitration rules, unless a different arbitrator is mutually agreed upon by all of the parties. The place of any such arbitration shall exclusively be Evanston, IL.

This SOP shall equally apply to any successor or permitted assign of any party. No party may assign its rights hereunder without the prior written consent of the other parties hereto. This SOP does not confer any right, benefit or remedy upon any party that is not a party hereto. No failure or delay in exercising any right or remedy shall be a waiver thereof. No waiver shall be effective unless in writing and signed by the party so waiving.

This SOP constitutes the entire understanding of the parties with respect to its subject matter. This SOP may only be amended, modified or supplemented in writing signed by each party hereto. This SOP may be executed in counterparts and delivered by electronic means (fax, email, docusign)

Rules for Tailgating and Parking at Canal Shores Golf Course

All tailgating and parking is being provided by Canal Shores for and on behalf of the City of Evanston, and not Northwestern University. Any tailgating or parking questions, comments or other inquiries should be directed to Canal Shores.

All tailgating and parking on Canal Shores Golf Course is subject to the rules set forth below. These rules may be amended from time to time by Canal Shores, and the most up to date version shall apply. Tailgating and parking are the exclusive uses on the days and during the times as purchased, and for no other purpose and for no other days or times.

Violation of any of these rules is grounds for immediate removal of you and your entire party from the lot. Removal will be at the sole discretion of Canal Shores. There will be no refunds for offenders. Violators are subject to arrest where any laws are broken. Canal Shores in its sole discretion may bar those who violate any of these rules from future tailgating/parking. Offenders will not be entitled to any refunds.

If Canal Shores in its sole discretion deems that weather conditions limit parking on the golf course, and you are denied entry to the golf course, you may be provided an alternative tailgating/parking spot or a refund of the price of your tailgating or parking pass for that game. Processing fees for your purchase will not be refunded. Neither Canal Shores nor Northwestern University shall be responsible for any property that is lost, stolen or damaged by you or unrelated third parties in tailgating or parking lots. You will indemnify, defend and hold harmless Canal Shores, Northwestern University and the City of Evanston, and their respective officers, trustees, managers, officials, employees, and agents from and against all damages (including property damage), injuries (including death), claims, actions, and expenses, including attorneys' fees, arising out of or related to any act, error, or omission of you or any of your guests.

Hours, Areas and General Restrictions:

- Tailgating and parking lots open four and three hours, respectively, prior to each kickoff and close two hours after each game ends. Any vehicles remaining on the lots more than two hours after a game ends are subject to towing at Canal Shores sole discretion and at the sole expense of the owner of the vehicle.
- Each patron must have a digital or hardcopy (as applicable) season or game-day tailgating or parking pass in order to drive a vehicle into the assigned tailgating or parking lot. Passes have unique identifiers and can only be used once per game. Once a pass has been scanned, it will no longer be usable for admission.
- Each individual pass is designated for only one specific tailgating or parking (as applicable) space in an assigned lot. A patron will be allowed to tailgate or park (as applicable) only in the lot designated on the pass.
- Once a vehicle leaves a tailgating or parking lot, it will not be allowed to reenter, unless a new pass is purchased.
- Cash purchases of game-day passes may be limited or unavailable. Customers are strongly encouraged to buy passes online in advance.
- Tailgating and parking will be permitted on holes #1, #2, part of #3, #11 and #12 and only in the designated areas of those holes. Parking-only (e.g., no tailgating) will be permitted only on holes #14, part of #3, and #15 and only in the designated areas of those holes. No tailgating or parking will be permitted anywhere else on the golf course.

- Persons are not allowed on greens or tees at any time for any purpose.
- Each tailgating and parking space is on a first-come first-served basis within your applicable lot. Spaces cannot be saved in advance for you or others. Groups that want to tailgate or park together should arrive together.
- Each vehicle is allowed only one tailgating or parking (as applicable) space per pass purchase. The size of that space will be determined solely by Canal Shores. Chairs, tables and other tailgating equipment must fit within the allotted tailgating space and are not allowed in parking lots. No items may be used to secure another tailgating space for someone else.
- No tents are allowed. Canopies may be used only in tailgating lots, provided that they are no larger than a 10'x10' footprint and fit in the allotted tailgating space. Stakes to secure canopies are prohibited.
- No RVs, no vehicles exceeding 18' in length and 8' width, and no vehicles with more than two axles are allowed.
- No tailgating or loitering are permitted in parking-only lots

Alcohol Consumption:

- Tailgaters and parkers who are determined to be impaired in advance of entering the lots will be barred.
- Consumption of alcohol must be reasonable and respectful at all times.
- Unruly or inappropriate behavior is strictly prohibited. Public intoxication will be grounds for citation and arrest.
- A person must be 21 years of age to consume alcoholic beverages on the tailgating lots.
- Consumption of alcoholic beverages outside the tailgating time period or designated tailgating lots is strictly prohibited.
- Consumption of alcohol in parking-only lots is prohibited.
- Catering vehicles are not allowed in tailgating lots.

Restrooms, Trash & Grills:

- Portable restrooms are provided in certain areas. Public urination or defecation is strictly prohibited.
- All tailgaters must dispose of trash in their own receptacle or a designated trash receptacle located in the tailgating lot using trash bags. Tailgaters must remove their own trash receptacles from lots when they leave the lot with their vehicle.
- Grills are allowed, but all charcoal must be removed from the lot or placed in a designated coals receptacle in a tailgating lot. Grills must be used safely.
- Open fires are prohibited.

Code of Conduct -- Tailgaters

Canal Shores Golf Course and Northwestern stadium are located in the heart of a quiet residential neighborhood. Please be respectful of these university neighbors on your way to and from the stadium.

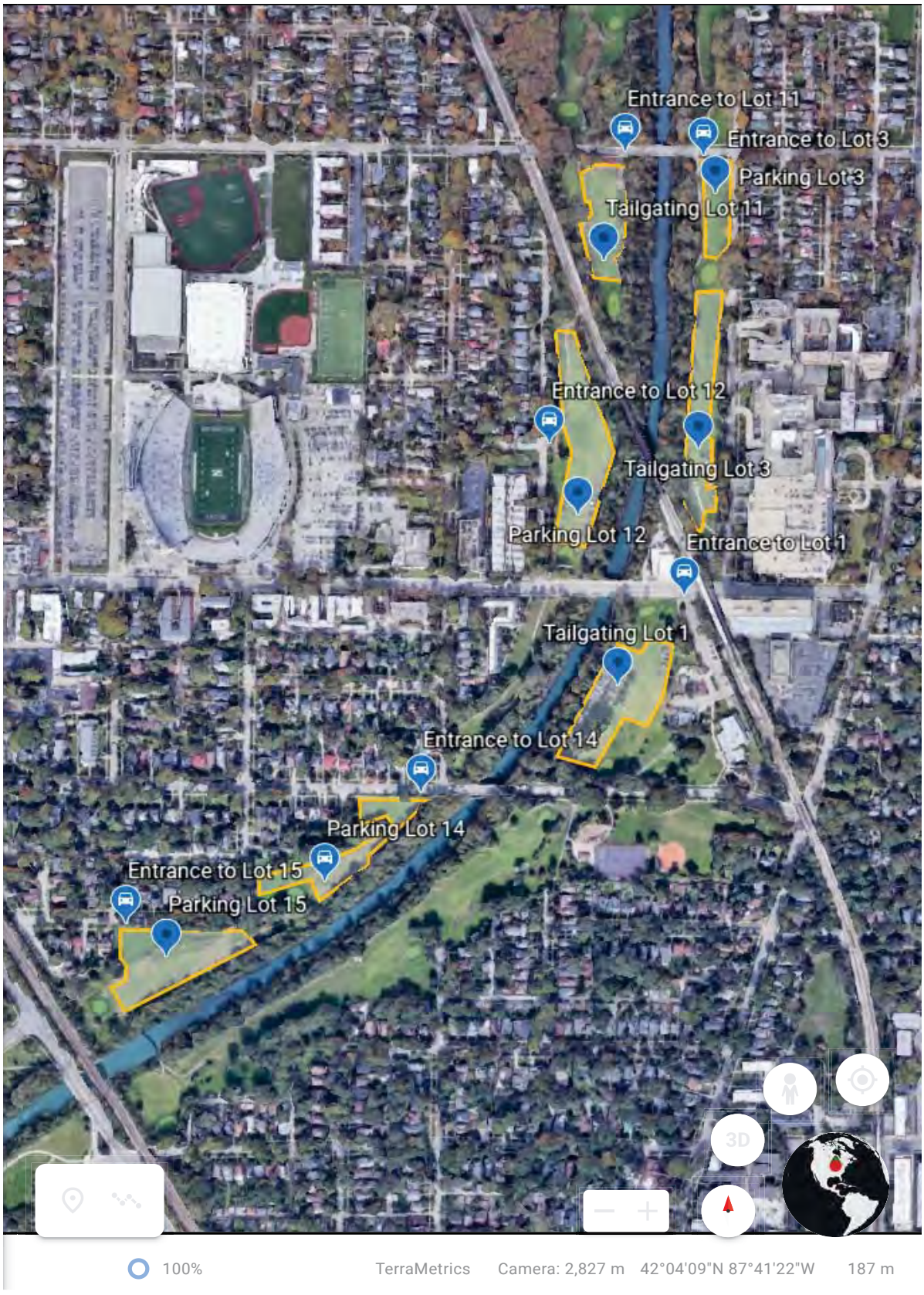
- Tailgaters must be considerate of other tailgaters and parkers at all times.
- Noise (music, radio, tv, etc.) must be kept to reasonable levels to avoid interfering with fellow tailgaters, parkers and the surrounding neighborhood.
- The number of people attending your tailgate must be reasonable and must fit within your allotted tailgating space.

- Tailgaters must obey all instructions from the personnel directing traffic and monitoring tailgating and parking.
- Tailgaters are prohibited from selling partial access to their space (but tailgaters may sell their entire space/pass). No commercial or marketing activities are allowed in any spot. Solicitation is prohibited.
- The following is a non-exclusive list of prohibited items: weapons, fireworks, drones, and motorized carts and bikes.

Code of Conduct – Parkers

Canal Shores Golf Course and Northwestern stadium are located in the heart of a quiet residential neighborhood. Please be respectful of these university neighbors on your way to and from the stadium.

- The consumption of alcohol and food in the parking lots is strictly prohibited.
- Tailgating, loitering, grilling, open fires, and music in the parking lots are strictly prohibited.
- Public urination or defecation is strictly prohibited. Portable restrooms facilities are provided for use by parkers.
- Parkers are strictly prohibited from entering any private property (residences and yards) for any purpose at any time. Violators will be subject to prosecution for trespassing.
- Littering is strictly prohibited. Please use the trash receptacle provided in the parking lots.
- Parkers must be considerate of the neighbors and other parkers at all times.
- Parkers must enter and exit the parking lots only at the designated entrances and exits.
- Parkers must obey all instructions from the personnel directing traffic and monitoring the parking area.
- Parkers are prohibited from selling partial access to their space (but parkers may sell their entire space/pass). No commercial or marketing activities are allowed in any parking spots. Solicitation is strictly prohibited.
- The following is a non-exclusive list of prohibited items in parking lots: weapons, fireworks, drones, and motorized carts and bikes.
- Unruly or inappropriate behavior is strictly prohibited. Public intoxication will be grounds for citation and arrest by the local police.


Entrance to Lot 11
Entrance to Lot 3
Parking Lot 3
Tailgating Lot 11
Entrance to Lot 12
Tailgating Lot 3
Parking Lot 12
Entrance to Lot 1
Tailgating Lot 1
Entrance to Lot 14
Parking Lot 14
Entrance to Lot 15
Parking Lot 15
3D
100%
TerraMetrics
Camera: 2,827 m 42°04'09"N 87°41'22"W 187 m

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Aretha Barnes, Interim Police Chief
Subject:	Resolution 72-R-21, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Police Detail Services
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Resolution 72-R-21, Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Police Detail Services.

Funding Source:
Funding will be paid out of the Special Detail Overtime Line Item in various business units of the Police Department (Object Code 61112), which has a FY 2021 budget of $280,854.00. The execution of the new agreement will increase the current CTA agreement cost of $207,995.00 by $57,005.00 for a total of $265,000.00.

The agreement obligates the CTA to reimburse the Evanston Police Department for all wages paid at the then-current off-duty officer flat rate. In no event shall CTA reimburse the Police Department more than $265,000.00 per annum. The CTA shall also reimburse the Police Department an additional 10% of the flat rate to cover payment for time lost and medical benefits paid due to an injury while engaged in work on CTA Special Detail assignment and other benefits and administrative overhead. Reimbursement of said overhead shall not exceed the per annum amount.

The revenue received from the CTA to cover the salary and administrative expense is budgeted in Police Department – Administration – Police Details (Account 100.22.2205.52541) with a 2021 budget of $300,000.

Council Action:
For Action

Summary:
The purpose of this resolution is to formally memorialize the agreement between the City of Evanston and the Chicago Transit Authority (CTA) to provide security to CTA passengers, employees and property by the Evanston Police Department (EPD) within a collaborative project known as the CTA Special Detail. This collaborative is part of a long-range strategy to protect the health, safety and welfare of the residents of the City of Evanston and the passengers and employees of the CTA.

Attachments:
Resolution 72-R-21 Authorizing IGA with CTA
Exhibit 1 - Intergovernmental Cooperation Agreement Between the CTA and City of Evanston

72-R-21

A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority for Special Transit Police Detail Services

WHEREAS, the City of Evanston ("City"), located in Cook County, Illinois, is a home rule unit of government under the provisions of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the ability to enter into agreements; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 22/1 et seq.) and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), authorize and encourage intergovernmental cooperation among enforcement agencies to provide police protection; and

WHEREAS, the City and the Chicago Transit Authority ("CTA") wish to enter into an Intergovernmental Cooperation Agreement for Special Transit Police Detail Services ("IGA") to provide security to CTA passengers, employees and property by providing sworn, off-duty, fulltime Evanston Police Officers as security personnel within a collaborative project known as the CTA Special Detail ("CTA Special Detail"), within the City of Evanston; and

WHEREAS, the City and the CTA desire to develop a long range strategy for the provision of security to CTA passengers, employees and property; and

WHEREAS, the City Council believes that it is in the best interest of the health, safety, and welfare of the residents of the City of Evanston, and is in the public interest to enter into the IGA with the CTA;

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

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the IGA with the CTA, attached hereto as Exhibit 1 and incorporated herein by reference.

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

SECTION 3: This Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, Deputy City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Adopted: _____, 2021

EXHIBIT 1

Intergovernmental Cooperation Agreement Between the Chicago Transit Authority the City of Evanston for Special Transit Police Detail Services

INTERGOVERNMENTAL COOPERATIONAGREEMENT BETWEEN THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF EVANSTON FOR SPECIAL TRANSIT POLICE DETAIL SERVICES

THIS **AGREEMENT,** made and entered into on this 14th day of July, 2021 (the "Effective Date"), by and between the **CITY OF EVANSTON,** a home rule municipality and municipal corporation, through its Department of Police (hereinafter referred to as the "PD"), and the **CHICAGO TRANSIT AUTHORITY,** a municipal corporation (hereinafter referred to as the "CTA").

WHEREAS, the security of CTA passengers, employees, and property is a matter of public concern, and the provision of such security is in the public interest; and

WHEREAS, both the CTA and the PD desire to develop a long-range strategy for the provision of such security to CTA passengers, employees and property; and

WHEREAS, the PD allows sworn police officers to volunteer to work, during their off-duty hours, for municipal corporations that are separate and independent from the City of Evanston; and

WHEREAS, in furtherance of providing security to CTA passengers, employees and property, the CTA and the City of Evanston wish to provide for the use of sworn, off-duty, full-time PD officers as security personnel within a collaborative project known as the CTA Special Detail ("CTA Special Detail"), within the City of Evanston; and

WHEREAS, the CTA and City of Evanston are separate and independent municipal corporations, authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provisions of the Illinois Intergovernmental Cooperation Act;

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties hereto agree as follows:

1. **Incorporation of the Recitals**. The above recitals are expressly incorporated by reference and made part of this Agreement as though fully set forth below.

2. **PD's Obligations**. Pursuant to this Agreement to provide security to CTA passengers, employees and property, through a CTA Special Detail, the PD agrees to do the following:
   a). Assign voluntary PD officers, on a daily basis, including weekends and holidays, to such CTA surface and elevated

vehicles, routes and locations, located within the City of Evanston, as requested by CTA.

b). Facilitate the voluntary employment of PD officers on CTA Special Detail solely at each individual officer's option. The PD will be responsible for accepting requests of officers who wish to participate in the CTA Special Detail, maintaining a roster of officers who wish to perform such work, and selecting officers from the list.

c). With authorization by CTA to enter into or on all CTA vehicles (rail and bus) and properties, enforce law and order and protect all CTA passengers, employees and property.

d). Participation in the CTA Special Detail shall be voluntary and officers shall only be allowed to participate in the CTA Special Detail when they are on furlough, regular day-off, day off due to holiday, personal day or compensatory time.

e). Maintain weekly employment schedules, and daily logs and statistics on CTA incidents, crimes, fires, arrests, etc., and any activity performed by PD officers relating to such types of events. The CTA shall have the right, upon reasonable notice to the PD, to inspect and copy the above daily logs and statistics. It will be the responsibility of the PD to forward a summary of data on incident, crime, fire, arrests to the CTA on a weekly basis, in the same manner as invoices are forwarded pursuant to paragraph 9 of this Agreement. The employment schedules and invoicing will be submitted by the PD on a monthly basis.

f). Conduct meetings with CTA representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Agreement, to discuss the status of the CTA Special Detail, including but not limited to schedules, incidents that affect passengers, employees, and properties of CTA and any other appropriate item.

3. **CTA's Obligations**. CTA hereby agrees to do the following:

a). Reimburse the PD for all wages paid at the then-current off-duty officer flat rate. In no event shall CTA reimburse the PD more than $265,000 per annum (the "Per Annum Amount").

b). Provide the PD with access to all CTA premises necessary for the performance of this Agreement as provided in paragraph 6 of this Agreement.

4. **Scope of Work.** CTA shall establish overall goals and objectives for the security of its employees, passengers and property. The CTA may make recommendations as to the locations and routes to be patrolled by the PD officers and the PD shall give those recommendations due consideration. Officers on CTA Special Detail shall continue to be subject to the rules and regulations, practices and procedures, of any

and all PD General and Special Orders and directives, any amendments thereto or modification of such rules and regulations as promulgated by the Chief of Police. Officers on CTA Special Detail shall also comply with all the CTA's rules and regulations. The daily performance of the CTA Special Detail shall also be monitored by CTA personnel designated by its Chairman or President. Because the Scope of Work described herein is not intended to cover every detail of the CTA Special Detail, the PD will furnish all labor, materials, equipment and incidentals as required and necessary to complete the Scope of the Work, whether or not these details are specified in this Agreement. Duties of the officers within the CTA Special Detail shall herein be defined as listed below. CTA, reserves the right to amend and/or modify duties, without prior notice.

a). The primary duty of the PD officers is to protect life and property, prevent, detect and investigate criminal acts, collect and preserve evidence, and enforce Municipal, Local, State and Federal laws, as they would do in their capacity as PD officers of the City of Evanston.

5. **Emergencies**. In the case of an emergency, nothing in this Agreement shall preclude the PD from reassigning a PD officer on CTA Special Duty to work the emergent situation(s) in the City of Evanston.

6. **Right of Entry**. The CTA will permit access to its vehicles, rail cars, and facilities in connection with the performance of this Agreement. The PD officers will, while on the CTA premises, and in the course of their CTA Special Detail, comply with all the CTA's rules and regulations. Also, while on the CTA premises, the PD's CTA Special Detail activities may not prevent or unreasonably interfere with the use and enjoyment of the CTA premises by CTA, its employees, agents or passengers, for the purpose(s) to which the CTA premises are now, or may hereinafter be, committed by CTA.

7. **Compensation of Officers Funded by CTA Security Agreement.** All officers on the CTA Special Detail shall be paid wages for their work hereunder at a rate equal to the then-current off-duty officer flat rate. In addition to wages paid as identified herein, CTA shall also reimburse the PD an additional 10% of the flat rate to cover payment for time lost and medical benefits paid due to an injury while engaged in work on CTA Special Detail assignment and other benefits and administrative overhead ("Administrative Costs"). Reimbursement of said Administrative Costs shall not exceed the Per Annum Amount.

8. **Invoices**. On a monthly basis, the PD will submit an invoice to the CTA for reimbursement of the then-current off-duty officer flat rate for officers working in

the CTA Special Detail. CTA will reimburse the PD within thirty (30) days of receipt of said invoices. Invoices must be sent to the CTA at the following address:

Chicago Transit Authority
General Manager, Security Services
567 W. Lake Street – 11th Floor
Chicago, IL 60661

9. **Accounting**. PD shall notify the CTA in writing when ninety-five percent (95%) of the total Per Annum Amount has been expended. PD shall not accept any requests by its officers for work in the CTA Special Detail in excess of the total Agreement expenditure authorization unless authorized in writing to do so by the CTA. If the PD schedules any additional shifts or officers beyond the regular schedule, the PD shall be liable for any costs incurred as a result of its failure to either notify the CTA when 95% has been expended or for accepting work requests not authorized by the CTA.

10. **Labor Guidelines.** Under no circumstances shall CTA be considered a party to the collective bargaining agreement between the City of Evanston and the Fraternal Order of Police. The City of Evanston/PD believes that the officers in the CTA Special Detail are not and shall not be legally entitled to any additional overtime or premium compensation for their work hereunder any collective bargaining agreement or any Federal, state or local law or judicial ruling.

11. **Indemnification by CTA.** Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any PD officers employed on the CTA Special Detail for overtime or premium compensation which in any manner results from, arises out of, or is connected with CTA Special Detail work performed by these officers on the CTA Special Detail, the CTA shall indemnify and hold harmless the City of Evanston, PD, and each of their officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

    Any liabilities on the part of CTA for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. § 216 which in any manner results from, arises out of, or is connected with work performed on the CTA Special Detail. The obligation of the CTA, pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the Per Annum Amount.

12. **Procedures for Indemnification by the CTA.** In such instances where the City of Evanston, PD, and/or officers, agents and employees are entitled to be indemnified (as set forth in paragraph 11, Indemnity by CTA, above), and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:
    a). Such party(ies) shall have a right to counsel.
    b). In grievance and arbitration proceedings, the Corporation Counsel of the City of Evanston shall act as counsel and direct the defense, or at his option, appoint outside counsel, and in the latter instance, the City of Evanston will be responsible for the payment of attorney's fees, but not the other costs of defense.
    c). The City of Evanston, with the approval of the CTA, which will not be unreasonably withheld, is authorized to settle such grievance and/or arbitration proceedings, and the CTA will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be personal service upon the CTA or by certified mail, and the failure of the CTA to respond in writing within thirty (30) days from the date of receipt, shall constitute approval of the settlement by the CTA.
    d). Except as otherwise provided above, in all other venues other than grievance and arbitration proceedings, CTA will pay for defense costs of the City of Evanston including counsel, and counsel shall be selected by the CTA in consultation with the Corporation Counsel of the City of Evanston, and the CTA will also direct the defense of the claim in consultation with the Corporation Counsel of the City of Evanston.
    e). If any claim against the City of Evanston or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. § 216, and where the claim results from, arises out of or is connected with work performed by officers pursuant to this Agreement, the Corporation Counsel of the City of Evanston, at the expense of the City of Evanston, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the CTA's obligation to assume the representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

13. **Indemnification by the CITY OF EVANSTON.** Upon receipt of reasonable notice of a claim or suit, for the action of PD officers or supervisors while performing duties of the CTA Special Detail and otherwise hereunder, the City of Evanston shall indemnify and hold harmless the CTA and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and

all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages.

14. **Procedures for Indemnification by the CITY OF EVANSTON**. In such instances where the CTA or any of its officers, agents and employees are entitled to be indemnified, and held harmless with respect to claims against them, the parties further agree as follows:
    a). Such party(ies) shall have a right to counsel.
    b). Such counsel shall be selected by the Corporation Counsel of the City of Evanston, who will also be responsible for directing the defense of the claim.

    The CTA, its officers, agents and employees are obligated to cooperate with the City of Evanston during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the City of Evanston during the course of the investigation, administration and or litigation of claims extinguishes any obligation of the City of Evanston hereunder to represent and/or defend against the claim or to pay for any settlement or award based on such claim with regard to the CTA and/or the non-cooperating officer, agent or employee.

15. **Claims Against Officers in the CTA Special Detail.** The City of Evanston upon receipt of reasonable notice of a claim or suit, shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any PD officer working on the CTA Special Detail, subject to the conditions set forth herein and excluding punitive damages. These PD officers shall have legal representation by the City of Evanston in any civil cause of action brought against an officer resulting from or arising out of the performance of duties of the CTA Special Detail. The City of Evanston will provide the protections set forth above so long as the officer is acting within the scope of his/her employment on the CTA Special Detail and the officer cooperated with the City of Evanston during the course of the investigation, administration and/or litigation of the claim.

    The City of Evanston shall not assume the representation and/or defense of any of the aforementioned claims if it is determined by the City of Evanston that the officer alleged to have committed the tortious act or violation of civil rights was acting outside the scope of his/her employment on the CTA Special Detail, was not acting in the performance of duties of the CTA Special Detail, or is deemed to have acted in a willful and wanton manner, nor shall the City of Evanston pay any settlements or awards based on such claims. The City of Evanston shall have the sole right to determine whether or not the officer was working within the scope of his/her employment or performance of duty on the CTA Special Detail or acted in a willful and wanton manner. A determination by the City of Evanston, that the officer was acting outside the scope of his/her employment or performance of duty on the CTA

Special Detail, is not equivalent to a determination that the CTA is responsible for the actions of the officer.

16. **Confidentiality.** The PD, and its officers, agents and employees will keep confidential all information furnished to it by the CTA or otherwise learned by it in the performance of this Agreement. Except as may be required by law, the PD or its officers, agents and employees must not make any announcements or release any information concerning this Agreement, the Scope of the Work, or any thereof, to any member of the public, press, or any official body, unless prior written consent is obtained from the CTA.

17. **Consents.** Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

18. **Notices.** Notice to the CTA of pending claims as provided for in paragraph 12 shall be addressed to:

General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498

Notice to the City of Evanston of pending claims as provided for in paragraph 14 shall be addressed to:

Corporation Counsel
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

With a copy to:
Evanston Police Department
Attn: Budget and Finance Manager
1454 Elmwood Ave
Evanston, IL 60201

All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by PD or CTA at the respective addresses shown above or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered

as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the business day of successful transmission if sent by facsimile transmission (or the first business day after successful transmission if such successful transmission is on a weekend, holiday, or after business hours).

17. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the CTA and the City of Evanston as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Evanston or the CTA shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including but not limited to any claims resulting from the providing of officers to the CTA pursuant to this Agreement.

18. Term and Extension. Subject to an approved funding appropriation during this calendar year and the approval of the Mayor and City Council of the City of Evanston, this Agreement shall become effective on the Effective Date and continue for three (3) years (the "Term"). The Term of this Agreement may be extended after approval by the Chicago Transit Board and agreement by the PD. Should the Term expire before this Agreement can be extended or a new agreement executed, the terms of this Agreement shall stay in effect until this Agreement is extended or a new agreement is executed.

19. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Such termination shall be made promptly in writing, with reasonable detail of the alleged unsatisfactory performance by the other party. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days prior written notice. Upon termination of this Agreement, the PD shall have no obligation to continue to provide officers for the additional security provided for herein. Moreover, upon termination, the PD shall promptly remove the PD officers from CTA Special Duty. Within 30 days of termination, the parties shall meet to conduct an accounting of any and all payments owed under this Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

21. Severability. If any provision of this Agreement is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any constitution, statute, ordinance, rule of law, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. Construction. All parties have participated in the drafting of this Agreement. No term or provision set forth herein which may be considered ambiguous will be presumptively interpreted against any party as the drafter of the Agreement.

24. Entire Agreement. The making, execution, and delivery of this Agreement by CTA and PD has been induced by no representation, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties with respect to the CTA Special Detail, and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument cannot be modified or amended except by a mutual, written, and signed agreement of the parties.

25. Separate Entities. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting CTA or the City of Evanston as representatives of each other for any purpose.

26. Authority. This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act.

27. Resolution. Execution of this Agreement by the CITY OF EVANSTON is authorized by virtue of a resolution passed by the City Council of the CITY OF EVANSTON on _____, 2021.

[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, the CITY OF EVANSTON has caused this Agreement to be signed by its City Manager and Chief of Police, approved by the Mayor of the CITY OF EVANSTON and the City Council and its seal to be hereto affixed and duly attested by its CLERK, and the CHICAGO TRANSIT AUTHORITY has caused the same to be executed by the Chairman of the CHICAGO TRANSIT BOARD, approved by the Chicago Transit Board and duly attested to by its Secretary as of the date and year set forth at the beginning of this Agreement.

APPROVED AS TO
FORM AND LEGALITY

By: _____
City Attorney

CITY OF EVANSTON

By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Chief of Police

APPROVED AS TO
FORM, LEGALITY,
TERMS AND CONDITIONS

By:/s/Jeffrey Bora
Attorney

Chicago Transit Authority
A municipal corporation

By: _____
Chairman

Approved by Ordinance
No. 021-82

Attest:

By: _____
Secretary to Board

10

ORDINANCE NO. 021-82

AN ORDINANCE AUTHORIZING THE RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EVANSTON THROUGH ITS DEPARTMENT OF POLICE FOR POLICE SECURITY

WHEREAS, The Chicago Transit Authority ("Authority") operates a public transportation system in the City of Evanston ("Evanston"); and

WHEREAS, The security of Authority passengers, employees, and property is a matter of public concern and the provision of such security is in the public interest; and

WHEREAS, Evanston currently provides security on portions of the Authority's system, pursuant to an intergovernmental agreement (IGA) authorized by Transit Board Ordinance No. 016-81, by details of the Evanston Police Department who are deployed to work for municipal corporations such as the Authority during their off-duty time; and

WHEREAS, The 2016 IGA has expired, but its terms remain in effect pending the execution of the new IGA; and

WHEREAS, The Authority desires to enter into another IGA with Evanston, through its Department of Police, under which off-duty sworn police officers will continue to provide the needed additional security to Authority passengers, employees and property; and

WHEREAS; The IGA has an initial term of three (3) years, and upon expiration the terms of the IGA will remain in effect pending the execution of a new IGA; and

WHEREAS; The Authority will reimburse the Evanson PD for security services provided by sworn police officers in an amount not to exceed Two Hundred Sixty-Five Thousand Dollars ($265,000.00) per year; and

WHEREAS, Either party may terminate the IGA for cause or upon 90 days' written notice; and

WHEREAS, The Authority will indemnify Evanston against any claims for additional compensation by officers due to work undertaken for the Authority, and Evanston will indemnify and defend the Authority against any claims for property damage,

bodily injury, and personal injury arising from the actions of the police officers providing additional security to the Authority; and

WHEREAS, Cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); now, therefore:

BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chairman of the Chicago Transit Board, or his designee, is authorized to enter into an agreement with the City of Evanston through its Department of Police which has a term of three (3) years and will remain in effect until the agreement is extended or a new agreement is executed, requires Evanston to provide police security on the Authority's system and the Authority to pay Evanston an amount not to exceed Two Hundred Sixty-Five Thousand Dollars ($265,000.00) per year, permits either party to terminate the agreement upon 90 days' written notice, and contains a mutual indemnification clause and other such terms as are substantially in conformance with the Intergovernmental Cooperation Agreement between the Chicago Transit Authority and the City of Evanston for Special Transit Police Detail Services attached as Exhibit A hereto.

SECTION 2. The Chairman, or his designee, is further authorized to take such actions and execute such documents as may be necessary to implement the objectives of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

APPROVED:

Chairman

July 14, 2021

PASSED:

Assistant Secretary

July 14, 2021

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Lara Biggs, Bureau Chief - Capital Planning/City Engineer
CC:	David Stoneback, Public Works Agency Director; Johanna Nyden, Community Development Director
Subject:	Ordinance 81-O-21, Amending Title 4, Chapter 13 "Floodplain Regulations"
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 81-O-21, Amending Title 4, Chapter 13 "Floodplain Regulations".

Council Action:
For Introduction

Summary:
The Federal Emergency Management Agency prepares Flood Insurance Rate Maps (FIRMs) which are used to designate land areas where there is an increased risk of property damage due to flooding. These maps have recently been revised, and the City of Evanston must adopt the maps as well as adopting revised ordinance language in order to maintain the City of Evanston's eligibility in the National Flood Insurance Program (NFIP).

Ordinance 81-O-21 amends the City Code by deleting Title 4, Chapter 13 "Floodplain Regulations" in its entirety and replacing it with updated language in order to fulfill the requirements of the National Flood Insurance Program. The most significant change to the FIRM maps and the City Code is the addition of V-Zones, which are defined as areas along coasts subject to inundation by the 1-percent-annual-chance flood event with additional hazards associated with storm-induced waves.

The maps and the updated ordinance containing V-Zone language must be adopted no later than September 10, 2021, in order to avoid suspension from the NFIP for failure to adopt.

Attachments:
Ordinance 81-O-21

81-O-21

AN ORDINANCE

Amending Title 4, Chapter 13 "Floodplain Regulations"

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

SECTION 1: Title 4, Chapter 13 "Floodplain Regulations" of the Evanston City Code of 2012, as amended, is hereby deleted in its entirety and further amended to read as follows:

CHAPTER 13 – FLOODPLAIN REGULATIONS

4-13-1. – GENERAL PROVISIONS.

(A) Purpose. This Chapter is enacted pursuant to the police powers granted to the City of Evanston by 65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2. The purpose of this Chapter is to maintain the City of Evanston's eligibility in the National Flood Insurance Program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This Chapter is adopted in order to accomplish the following specific purposes:

1. To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;

2. To assure that new development does not increase the flood or drainage hazards to others, or create unstable conditions susceptible to erosion;

3.To protect new buildings and major improvements to buildings from flood damage;

4. To protect human life and health from the hazards of flooding;

5. To lessen the burden on the taxpayer for flood control projects, repairs to flood-damaged public facilities and utilities, and flood rescue and relief operations;

6. To make federally subsidized Flood insurance available for property in the City of Evanston by fulfilling the requirements of the National Flood Insurance Program;

7. To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;

8. To protect, conserve, and promote the orderly development of land and water resources; and

9. To preserve the natural characteristics and functions of watercourses and Floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits, and enhance community and economic development.

(B) Scope. This Chapter is intended to supplement the City of Evanston zoning ordinance, development ordinance, building Code and stormwater management ordinance and further regulate and restrict the development, layout and improvement of land, including drainage, underground utilities and service facilities; excavating, filling and grading lots and other parcels and special flood hazard areas (SFHA), and storing of certain materials thereon, stream and other floodwater runoff channels, and detention ponds and basins; and the location, construction and elevation of buildings and other structures and parts and appurtenances thereof, and the drainage of parking and other paved lots and areas. In the event there is any conflict between the provisions of this Chapter and any other City ordinance, the more restrictive provision or provisions shall be applicable.

(C) Compliance With Other Applicable Regulations Required. Before starting any of the works or uses regulated by this Chapter, an applicant shall comply with requirements set forth in all other applicable ordinances and regulations with respect to submission and approval of preliminary and final subdivision plats, improvement plans, building and zoning permits, inspections, appeals and similar matters, along with those set forth in this Chapter as required by federal and state statutes and regulations of any departments of the state.

4-13-2. – DEFINITIONS.

For the purposes of this Chapter, the following definitions are adopted:

ACCESSORY STRUCTURE.	A non-habitable Building, used only for parking of vehicles or storage, that is on the same parcel of property as the principal Building and the use of which is

	incidental to the use of the principal Building.
ACT.	An act in relation to the regulation of the rivers, lakes, and streams of the State of Illinois, 615 ILCS 5/5 et seq.
AGRICULTURAL STRUCTURE.	A walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.
APPLICANT.	Any person, firm, corporation, or agency that applies for a Floodplain Development permit.
APPROPRIATE USES.	Only uses of the Designated Floodway that are permissible and will be considered for permit issuance. The only uses that will be allowed are as specified in Section 4-13-6(B).
ASCE.	American Society of Civil Engineers
BASE FLOOD.	The Flood having a one-percent chance of being equaled or exceeded in any given year. The Base Flood is often referred to as the 100-year flood.
BASE FLOOD ELEVATION (BFE).	The height in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified) of the crest of the Base Flood. Application of the BFE at any location is as defined in Section 4-13-4.
BASEMENT.	Any area of the building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
BREAKAWAY WALL.	A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

BUILDING.	A walled and roofed Building, including gas or liquid storage tank, that is principally above ground, including Manufactured Homes and prefabricated buildings. The term also includes Recreational Vehicles and travel trailers installed on a site for more than 180 consecutive days.
CHANNEL.	Any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainageway, which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.
CHANNEL MODIFICATION.	Alteration of a Channel by changing the physical dimensions or materials of its bed or banks. Channel Modification includes Damming, riprapping (or other armoring), widening, deepening, straightening, relocating, lining and significant removal of native vegetation from the bottom or banks. Channel Modification does not include the clearing of dead or dying vegetation, debris, or trash from the Channel. Channelization is a severe form of Channel Modification involving a significant change in the Channel cross-section and typically involving relocation of the existing Channel (e.g. straightening).
COASTAL HIGH HAZARD AREA.	An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms or seismic sources. A coastal high hazard area is identified on a community's FIRM by the designation of zone VE.
COMPENSATORY STORAGE.	An artificially excavated, hydraulically equivalent volume of storage within the Floodplain used to balance the loss of natural Flood storage capacity when artificial fill or Structures are placed within the Floodplain. The uncompensated loss

	of natural Floodplain storage can increase off-site floodwater elevations and flows.
CONDITIONAL APPROVAL OF A DESIGNATED FLOODWAY MAP CHANGE.	Preconstruction approval by IDNR/OWR and FEMA of a proposed change to the Floodway map. This preconstruction approval, pursuant to 17 Ill. Adm. Code Part 3708, gives assurances to the property owner that once an Appropriate Use is constructed according to permitted plans, the Floodway map can be changed, as previously agreed, upon review and acceptance of as-built plans.
CONDITIONAL LETTER OF MAP REVISION (CLOMR).	A letter providing FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing Designated Floodway, the effective BFEs, or the Floodplain.
CRITICAL FACILITY.	Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these Critical Facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.
DAM.	All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts, or impoundment Structures. Underground water storage tanks are not included.
DESIGNATED FLOODWAY.	The channel, including on-stream lakes, and that portion of the Floodplain adjacent to a stream or watercourse, generally depicted on the FEMA FIRM map, which is needed to store and convey the existing Base Flood discharge with no more than a 0.1 foot increase in stage due to the loss of Flood conveyance or storage, and no more

	than a 10 percent increase in velocities.
	(A) The Floodways are designated for on the countywide FIRM of Cook County prepared by FEMA and dated June 26, 2019. When two Floodway maps exist for a waterway, the more recent effective Floodway limit shall prevail.
	(B) The Floodways for those parts of unincorporated Cook County that are within the extraterritorial jurisdiction of the City of Evanston that may be annexed into the City of Evanston are designated on the countywide FIRM of Cook County prepared by FEMA and dated June 26, 2019.
	(C) To locate the Designated Floodway boundary on any site, the Designated Floodway boundary should be scaled off the FIRM map and located on a site plan, using reference marks common to both maps. Where interpretation is needed to determine the exact location of the Designated Floodway boundary, IDNR/OWR should be contacted for the interpretation.
DEVELOPMENT.	Any man-made change to real estate, including:
	(A) Construction, reconstruction, repair, or placement of a Building or any addition or improvement to a Building.
	(B) Substantial Improvement of an existing Building.
	(C) Installing a Manufactured Home on a site, preparing a site for a Manufactured Home, or installing a travel trailer or Recreational Vehicle on a site for more than 180 consecutive days.
	(D) Installing utilities, construction of roads, bridges, or similar projects.

	(E) Demolition of a Building, re-development of a site, clearing of land as an adjunct of construction.
	(F) Construction or erection of levees, walls, fences, Dams, culverts, or Channel Modification.
	(G) Filling, dredging, grading, excavating, paving, drilling, mining, or other non-agricultural alterations of the ground surface.
	(H) Storage of materials including the placement of gas and liquid storage tanks, and any other activity that might change the direction, height, or velocity of Flood or surface waters.
	(I) Any other activity of man that might change the direction, height, or velocity of Flood or surface water, including extensive vegetation removal.
	Development does not include such activities as re-surfacing of pavement when there is no increase in elevation, or gardening, plowing, and similar agricultural practices that do not involve filling, grading, or construction of levees.
ELEVATION CERTIFICATES.	A form published by FEMA that is used to certify the elevation to which a Building has been elevated.
FEMA	Federal Emergency Management Agency and its regulations at 44 CFR 59-79, as amended.
FLOOD.	A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source. Flood also includes the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural

	body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash Flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.
FLOOD FREQUENCY.	A period of years, based on a statistical analysis, during which a Flood of a stated magnitude may be expected to be equaled or exceeded.
FLOOD FRINGE.	That portion of a Zone A or Zone AE Floodplain that is outside of the Floodway.
FLOOD INSURANCE RATE MAP (FIRM).	A map prepared by FEMA that depicts the Floodplain or Special Flood Hazard Area within a community. This map includes insurance rate zones and Floodplains and may or may not depict Floodways and show BFE.
FLOOD INSURANCE STUDY.	An examination, evaluation, and determination of Flood hazards and if appropriate, corresponding water surface elevations.
FLOODPLAIN.	The Floodplains are those lands within the jurisdiction of the City of Evanston that are subject to inundation by the Base Flood. The Floodplains of the City of Evanston are generally identified as such on panel numbers 0253, 0254, 0258, 0265, 0266, and 0268 of the countywide FIRM for Cook County as prepared by the FEMA and dated June 26, 2019.
	(A) The Floodplains of those parts of unincorporated Cook County that are within the extraterritorial jurisdiction of the City of Evanston or that may be annexed into the City of Evanston and that are subject to inundation by the Base Flood. The Floodplains are generally identified as such on panel numbers 0253, 0254, 0258, 0265, 0266, and 0268 of the countywide FIRM for Cook County by the FEMA and

	dated June 26, 2019.
FLOODPLAIN ADMINISTRATOR	For the City of Evanston, the City Engineer shall be responsible to fulfill the duties of the Floodplain Administrator
FLOODPROOFING.	Any combination of structural and non-structural additions, changes or adjustments to Buildings that reduce or eliminate Flood damage to real estate or improved real property, water and sanitary facilities, Buildings, and their contents.
FLOODPROOFING CERTIFICATE.	A form published by FEMA that is used to certify the elevation to which a Building has been designed and constructed to be structurally dry floodproofed.
FLOOD PROTECTION ELEVATION (FPE).	The elevation of the Base Flood (or depth) plus one foot of Freeboard at any given location in the Floodplain.
FLOODWAY.	See Designated Floodway.
FREEBOARD.	An increment of elevation added to the BFE to provide a factor of safety for uncertainties in calculations, future watershed Development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.
HISTORIC STRUCTURE.	Any Building that is:
	Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
	Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district.
	Individually listed on the State inventory of historic places by the Illinois Historic Preservation Agency.
	Individually listed on a local inventory of

	historic places that has been certified by the Illinois Historic Preservation Agency.
IDNR/OWR.	Illinois Department of Natural Resources, Office of Water Resources.
IDNR/OWR JURISDICTIONAL STREAM.	IDNR/OWR has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban or urbanizing area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Construction on these streams requires a permit from the IDNR/OWR (17 Ill. Adm. Code Part 3700 or Part 3708). The IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit or a regional permit.
LETTER OF MAP AMENDMENT (LOMA):	Official determination by FEMA that a specific Building, area of land or a parcel of land, where there has not been any alteration of the topography since the date of the first NFIP map showing the property within the Floodplain, was inadvertently included within the Floodplain and that the Building, area of land or a parcel of land is removed from the Floodplain.
LETTER OF MAP REVISION (LOMR).	Letter that revises BFEs, Floodplains or Floodways as shown on an effective FIRM.
LIMIT OF MODERATE WAVE ACTION (LiMWA).	A line shown on a FIRM to indicate the inland limit of the 1.5-ft breaking wave height during the base flood.
LOWEST FLOOR.	The lowest floor of the lowest enclosed area (including Basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a Basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the Building in violation of the applicable non-elevation design requirements of this Chapter.
MANUFACTURED HOME.	A Building, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or

	without a permanent foundation when attached to the required utilities. The term Manufactured Home does not include a Recreational Vehicle.
MANUFACTURED HOME PARK OR SUBDIVISION.	A parcel (or contiguous parcels) of land divided into two or more Manufactured Home lots for rent or sale.
MODERATE WAVE ACTION AREA (MoWA).	A special flood hazard area subject to the potential for breaking wave heights of greater than or equal to 1.5 feet, but less than 3 feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a LiMWA, where identified. (Also known as “Coastal A Zone”)
NEW CONSTRUCTION.	New Construction means Buildings for which the Start of Construction commenced on or after the effective date of a Floodplain management regulation adopted by a community and includes any subsequent improvements to such Buildings.
NEW MANUFACTURED HOME PARK OR SUBDIVISION.	Manufactured Home park or subdivision for which the construction of facilities for servicing the lots on which the Manufactured Homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the City of Evanston initial Floodplain management regulations.
NAVD 88.	North American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).
PUBLIC BODY OF WATER.	All open public streams and lakes capable of being navigated by watercraft, in whole or in part, for commercial uses and purposes, and all lakes, rivers, and streams which in their natural condition were capable of being improved and made

	navigable, or that are connected with or discharge their waters into navigable lakes or rivers within, or upon the borders of the State of Illinois, together with all bayous, sloughs, backwaters, and submerged lands that are open to the main Channel or body of water directly accessible thereto, as identified in 17 Ill. Adm. Code Part 3704.
PUBLIC FLOOD CONTROL PROJECT.	A flood control project which will be operated and maintained by a public agency to reduce flood damages to existing buildings and structures, including a hydrologic and hydraulic study of the existing and proposed conditions of the watershed. Nothing in this definition shall preclude the design, engineering, construction, or financing, in whole or in part, of a flood control project by persons or parties who are not public agencies.
RECREATIONAL VEHICLE OR TRAVEL TRAILER.	A vehicle which is: Built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
REGIONAL PERMITS.	Regional Permits are offered for pre-approved projects which are considered minor projects that are permissible per Ill. Adm. Code Part 3708 rules for Northeastern Illinois Designated Floodways. A complete listing of the terms and conditions for specific project types can be obtained from the IDNR/OWR website.
REGISTERED LAND SURVEYOR.	A land surveyor registered in the State of Illinois, under The Illinois Land Surveyors Act. (225 ILCS 330/1, et seq.)
REGISTERED OR LICENSED PROFESSIONAL ENGINEER (P.E.).	An engineer registered in the State of Illinois, under The Illinois Professional Engineering Practice Act. (225 ILCS 325/1 et seq.)
REPTITIVE LOSS.	Flood-related damages sustained by a

	Building on two separate occasions during a 10-year period for which the cost of repairs at the time of each such Flood event, on the average, equals or exceeds 25 percent of the market value of the Building before the damaged occurred.
RETENTION/DETENTION FACILITY.	A retention facility stores stormwater runoff without a gravity release. A detention facility provides for storage of stormwater runoff and controlled release of this runoff during and after a Flood or storm.
RIVERINE FLOODPLAIN.	Any Floodplain subject to flooding from a river, creek, intermittent stream, ditch, on-stream lake system or any other identified Channel. This term does not include areas subject to flooding from lakes, ponding areas, areas of sheet flow, or other areas not subject to overbank flooding.
START OF CONSTRUCTION.	Includes Substantial Improvement and means the date the Building permit was issued, provided the actual Start of Construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a Building on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation, including the placement of a Manufactured Home on a foundation. For a Substantial Improvement, actual Start of Construction means the first alteration of any wall, ceiling, floor, or other structural part of a Building whether or not that alteration affects the external dimensions of the Building.
STATEWIDE PERMITS.	Statewide permits are offered for pre-approved projects that are considered minor projects which are permissible per the IDNR/OWR Part 3700 rules. A complete listing of the statewide permits and permit requirements can be obtained

	from the IDNR/OWR website.
STRUCTURE.	The results of a man-made change to the land constructed on or below the ground, including a Building any addition to a Building; installing utilities, construction of roads or similar projects; construction or erection of levees, walls, fences, bridges or culverts; drilling, mining, filling, dredging, grading, excavating; and the storage of materials.
SUBSTANTIAL DAMAGE.	Damage of any origin sustained by a Building whereby cost to repair the building to its before damaged condition equals or exceeds 50 percent of the market value of the Building before the damage occurred, regardless of actual repair work performed. The term includes flood related damages sustained by a Building on two separate occasions in a 10-year period, in which the cost of the repairs, on average, equals or exceeds 25 percent of the market value of the Building at the time of each such flood event.
SUBSTANTIAL IMPROVEMENT.	Any reconstruction, rehabilitation, addition, or improvement of a Building taking place during a 10-year period in which the percentage of improvements, figured cumulatively by dividing the cost of each improvement by the market value of the Building prior to the start of construction of each improvement, equals or exceeds 50 percent.
	(A) Substantial Improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the Building commences, whether or not that alteration affects the external dimensions of the Building. This term includes Buildings which have incurred Repetitive Loss or Substantial Damage, regardless of the actual work done.
	(B) The term does not, however, include either:

	1. Any project for improvement of a Building to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are solely necessary to assure safe living conditions, or 2. Any alteration of a Historic Structure listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the Building's continued designation as a Historic Structure.
TRANSITION SECTION.	Reaches of the stream or Floodway where water flows from a narrow cross-section to a wide cross-section or vice versa.
VIOLATION.	The failure of a structure or other development to be fully compliant with this Chapter.

4-13-3. – ADMINISTRATION.

4-13-3-1. – FLOODPLAIN DEVELOPMENT PERMIT.

(A) No person, firm, corporation, or governmental body shall commence any Development activities, including New Construction, Substantial Improvements, and alterations of a watercourse wholly within, partially within or in contact with the Floodplains until a floodplain development permit is obtained from the Floodplain Administrator. No permit shall be issued by the Floodplain Administrator until the requirements of this Chapter have been met.

(B) No person, firm, corporation, or governmental body shall commence any development of a critical facility on land below the 0.2% annual chance flood elevation without first obtaining a development permit from the Floodplain Administrator.

(C) A local floodplain development permit shall not be issued by the Floodplain Administer for Development in a Floodway without the applicant first obtaining a state floodway permit from IDNR/OWR, except as noted in Section 4-13-6.

(D) The Floodplain Administrator shall review all proposed Development by comparing field surveyed topography of the site to the FIRM and shall make interpretations, where needed, as to the location of the floodplain boundaries, floodway boundaries, and BFE.

1. Any Development that is located on land below the BFE, located in the mapped Floodway, or associated with a Zone AO or VE is subject to the requirements of this Chapter. A LOMA-Floodway (LOMR-FW) shall be required before issuing a floodplain development permit for land higher than the BFE if located within a mapped floodway.

2. Any Development located on land below the BFE that was filled after the date of the site's first Floodplain designation on a flood map is subject to the requirements of this Chapter.

3. Any Development located on land below the BFE that is that is hydraulically connected to the Floodplain, but not shown on the current FIRM, is subject to the provisions of this Chapter.

4. The Floodplain Administrator shall maintain documentation of the pre-existing ground elevation at the site and, if applicable, certification that this ground elevation existed prior to the date of the site's first FIRM identification in the Floodplain.

(E) If the Development site is within a Floodway or in a Floodplain for which a detailed study has not been conducted, the floodplain development permit shall be referred to a P.E. under the employ or contract of the City of Evanston for review to ensure that the Development meets the requirements of this Chapter.

(F) A floodplain development permit or approval shall become invalid unless the actual Start of Construction, for work authorized by such permit, is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences.

The Floodplain Administrator shall ensure that all Development activities happen in a timely manner. All permitted work shall be completed within eighteen months after the date of issuance of the permit or the permit shall expire. Time extensions, of not more than 180 days each, may be granted, in writing, by the Floodplain Administrator. Time extensions shall be granted only if the original permit is compliant with this Chapter and the FIRM and FIS in effect at the time the extension is granted.

(G) Letters of Map Revision. The Floodplain Administrator shall require a CLOMR prior to issuance of a development permit for proposed floodway encroachments that will cause an increase in the BFE; and proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review Section 4-13-8(C)(11) for the construction of buildings in any floodplain issued a LOMR Based on Fill.

(H) Application. An application for a floodplain development permit shall be made on a form provided by the Floodplain Administrator.

1. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions and legal description for the property and sealed by a Registered P.E, licensed architect or Registered Land Surveyor; existing grade elevations, using the NAVD 88, and all proposed changes in grade resulting from excavation or filling; the location and dimensions of all existing and proposed Buildings, additions to Buildings, sewage disposal and water supply facilities; Floodplain limits based on elevation or depth, as applicable; Floodway limits, as applicable; location and dimensions of all structures, including but not limited to fences, culverts, decks, gazebos, agricultural structures, and Accessory Structures.

2. For all proposed Buildings, the elevation of the Lowest Floor (including Basement) and lowest adjacent grade shall be shown on the submitted plans and the Development will be subject to the requirements of Section 4-13-8 of this Chapter.

4-13-3-2 – DUTIES OF THE FLOODPLAIN ADMINISTRATOR.

(A) Check all new Development sites to determine whether they are in a Floodplain using criteria listed in Section 4-13-4 of this Chapter or for Critical Facilities, using the 0.2% annual chance flood elevation, if defined.

(B) If the site is in a Floodplain, determine whether the site in a Coastal High Hazard Area, Moderate Wave Action Area, Floodway, Flood Fringe or in a Floodplain for which a detailed study has not been conducted.

(C) If the site within a Flood Fringe, require that the minimum requirements of Sections 4-13-5 and 4-13-8 be met.

(D) If the site within a Floodway, require that the minimum requirements of Sections 4-13-6 and 4-13-8 be met.

(E) If the site is located within a Floodplain for which no detailed study has been completed and approved, require that the minimum requirements of Sections 4-13-7 and 4-13-8 be met.

(F) If the site is within a Coastal High Hazard Area or Moderate Wave Action Area, require that the minimum requirements of Section 4-13-8 be met.

(G) Inspect all projects before, during and after construction to assure proper elevation of the Building and to ensure compliance with the provisions of this Chapter.

(H) Schedule, on an annual basis, an inspection of the Floodplain and document the results of the inspection.

(I) Review Elevation Certificates and Floodproofing Certificates for accuracy and require incomplete or deficient certificates be corrected and maintained in permit files including:

1. Elevation Certificate certifying the elevation of the Lowest Floor (including Basement) of a residential or non-residential Building subject to Section 4-13-8 of this Chapter, or an Elevation Certificate certifying the elevation of the lowest horizontal structural member of the Lowest Floor, where required by Section 4-13-8(C)(10) and/or;

2. Floodproofing Certificate certifying the elevation to which a non-residential Building has been dry floodproofed, using a Floodproofing Certificate, for all Buildings required to be dry floodproofed pursuant to Section 4-13-8 of this Chapter.

3. Certification of structural design and methods of construction for VE zone construction as required by Section 4-13-8(C)(10).

4. Certification of breakaway wall design, when applicable, as provided in Section 4-13-8(C)(10).

J. Maintain for public inspection and furnish upon request all permit records, including but not limited to Base Flood data, Floodplain and Designated Floodway maps, copies of federal or state permit documents, variance documentation, soil compaction records, Conditional Letter of Map Revision, Letter of Map Revision, Letter of Map Amendment, as-built elevation, Floodproofing Certificates and Elevation Certificates for all Buildings constructed subject to this Chapter.

K. Floodway Permits. For all Development projects in a Floodway, ensure that construction authorization has been granted by IDNR/OWR or a Delegated Community, or written documentation is provided stating that a permit is not required from IDNR/OWR, issued pursuant to 615 ILCS 5/5 et seq. Floodway permit requirements are specified in Sections 4-13-6 and 4-13-7 of this Chapter.

L. Permits for Dams may be required from IDNR/OWR. The Floodplain Administrator shall contact IDNR/OWR to determine if a permit is required and for application details. Any work involving the construction, modification, or removal of a Dam, per 17 Ill. Adm.

Code Part 3702 (Rules for Construction of Dams), shall obtain an IDNR/OWR permit prior to the issuing a local permit.

M. Ensure any and all required federal, state, and local permits are received prior to the issuance of a Floodplain Development permit, including, but not limited to, permits pertaining to the Clean Water Act, Public Water Supply, Endangered Species Act, and Illinois Endangered Species Protection Act.

N. Establish procedures for administering and documenting determinations, as outlined below, of Substantial Improvement and Substantial Damage made pursuant to Section 4-13-8.

1.Determine the market value or require the Applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the Building before the Start of Construction of the proposed work. In the case of repair, the market value of the Building shall be the market value before the damage occurred and before any repairs are made.

2. Compare the cost to perform the improvement, the cost to repair a damaged Building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the Building, including the cost of volunteer labor and donated materials must be included.

3. Determine and document whether the proposed work constitutes Substantial Improvement or Substantial Damage.

4. Notify the Applicant if it is determined that the work constitutes Substantial Improvement or repair of Substantial Damage and that compliance with the Flood resistant construction requirements of the City of Evanston and this Chapter is required.

O. Cooperation with Other Agencies.

1. Cooperate with state and federal Floodplain management agencies to improve Base Flood and Floodway data and to improve the administration of this Chapter;

2. Submit data to IDNR/OWR and FEMA for proposed revisions of a regulatory map within 6 months whenever a modification of the Floodplain may change the BFE or result in a change to the Floodplain map;

3. Submit reports as required for the NFIP; and

4. Notify FEMA of any proposed amendments to this Chapter.

P. Promulgate rules and regulations as necessary to administer and enforce the provisions of this Chapter, subject however to the review and approval of IDNR/OWR and FEMA for any Chapter changes.

Q. Notify IDNR/OWR and adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of a watercourse.

R. If a variance is to be granted, the Floodplain Administrator shall review the requirements of Section 4-13-10 to make sure they are met. In addition, the Floodplain Administrator shall complete all notifications requirements, prepare a staff report and recommendations.

S. Enforce the provisions of this Chapter, investigate violations, issue notices of violation or stop work orders, and require corrective action, as outlined in Section 4-13-12.

4-13-4. – BASE FLOOD ELEVATION.

This Chapter's protection standard is based on the FIS for Cook County.

If a BFE is not available for a particular site, then the protection standard shall be according to the best existing data available from federal, state, or other sources.

When a party disagrees with the best available data, they shall submit a detailed engineering study needed to replace existing data with better data and submit it to IDNR/OWR and FEMA for review and consideration prior to any Development of the site.

A. The BFE for the Floodplains of Evanston shall be as delineated on the Base Flood profiles in the FIS of Cook County prepared by FEMA dated June 26, 2019 and such amendments or revisions to such study and maps as may be prepared from time to time.

B. The BFE for the Floodplains of those parts of unincorporated Cook County that are within the extraterritorial jurisdiction of the City of Evanston or that may be annexed into the City of Evanston shall be as delineated on the Base Flood profiles in the FIS of Cook County prepared by FEMA and dated June 26, 2019, and such amendments or revisions to such study and maps as may be prepared from time to time.

C. The BFE for each Floodplain delineated as an AH Zone or AO Zone shall be that elevation (or depth) indicated on the countywide FIRM of Cook County and dated June 26, 2019, and such amendments or revisions to such study and maps as may be prepared from time to time. For any AH zone with an elevation specified in a table of still water elevations in the FIS, the BFE shall be the elevation specified in the table of still water elevations.

D. The BFE for each of the remaining Floodplains delineated as an A Zone on the countywide FIRM of Cook County shall be according to the best existing data available from federal, state, or other sources. Should no other data exist, an engineering study must be financed by the Applicant to determine BFEs.

1. When no BFE exists, the BFE for a riverine Floodplain shall be determined from an accepted hydraulic model, based on current industry standards.

2. The Flood flows used in the hydraulic models shall be obtained from an accepted hydrologic model, based on current industry standards, or by techniques presented in various publications prepared by the United States Geological Survey for estimating peak Flood discharges.

E. The BFE for any zone VE floodplain, and for a zone AE floodplain in an area subject to flooding effects from Lake Michigan, shall be the highest elevation specified on the FIRM among all flood zones affecting the proposed development. Where development is proposed to encroach upon a riverine Zone AE which is subject to flooding effects from Lake Michigan, the requirements of Section 4-13-7 shall apply to the entire floodplain.

4-13-5. – OCCUPATION AND USE OF FLOOD FRINGE AREAS.

Development in and/or filling of the Flood Fringe will be permitted if protection is provided against the Base Flood by proper elevation, compliance with Compensatory Storage requirements, and other applicable provisions of this Chapter. No use will be permitted that adversely affects the capacity of drainage facilities or systems. Developments located within the Flood Fringe shall meet the requirements of this Section, along with the requirements of Section 4-13-8.

A. Preventing Increased Damages

1. No Development in the Flood Fringe shall create a threat to public health and safety.

2. If fill is being used to elevate the site above the BFE, the Applicant shall submit sufficient data and obtain a LOMR from FEMA for the purpose of removing the site from the Floodplain. See Section 4-13-8(C)(11) for additional requirements.

3. Compensatory Storage.

Whenever any portion of a Floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or Structure below the BFE shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the BFE.

a. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or Structure

b. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.

c. All Floodplain storage lost below the existing 10-percent annual chance Flood elevation shall be replaced below the proposed 10-percent annual chance Flood elevation. All Floodplain storage lost above the existing 10-

percent annual chance Flood elevation shall be replaced above the proposed 10-percent annual chance Flood elevation.

d. All such excavations shall be constructed to drain freely and openly to the watercourse.

4-13-6. – OCCUPATION AND USE OF DESIGNATED FLOODWAYS

This section applies to proposed Development, redevelopment, site modification or Building modification within a Designated Floodway. The Designated Floodway shall be as delineated on the countywide FIRM of Cook County, Floodplain development permits may only be issued for works that meets 17 Ill. Adm. Code Part 3708, which restricts development to Appropriate Uses of the Designated Floodway of which periodic inundation will not pose a danger to the general health and welfare of the user, or require the expenditure of public funds, or the provisions of public resources or disaster relief services, or result in increased Flood stages due to the singular or cumulative loss of regulatory Floodway storage or regulatory Designated Floodway conveyance, or increase in Flood velocities. All Floodway modifications shall be the minimum necessary to accomplish the purpose of the project. The Development shall also meet the requirements of Section 4-13-8. No application is required for an individual permit from IDNR/OWR if the project meets Regional Permit No. 3.

A. Floodway Permit

1. In addition to a floodplain development permit, work in the Designated Floodway of an IDNR/OWR Jurisdictional Stream shall require either a floodway permit from IDNR/OWR, documentation that the projects meets Regional Permit No. 3, or a letter from IDNR/OWR stating no permit is required. An application for work in a Floodway shall be made by submitting a completed application on the form furnished by IDNR/OWR. The application for work in a Floodway, shall as a minimum meet all the requirements in 17 Ill. Adm. Code Part 3708.

a. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the permit criteria of Section 4-13-6(B).

b. If the Designated Floodway delineation or BFE will change due to the proposed project, the application will not be considered complete until IDNR/OWR has indicated conditional approval of the Designated Floodway map change.

2. A Licensed P.E., under the employ or contract of the City of Evanston shall review and approve applications reviewed under this Section.

B. Preventing Increased Damages and a List of Appropriate Uses

1. The only Development in a Floodway allowed are Appropriate Uses that will not cause a rise in the BFE and will not create a damaging or potentially damaging

increase in Flood heights or velocity, be a threat to public health and safety and welfare, impair the natural hydrologic and hydraulic functions of the Floodway or Channel, or permanently impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this Chapter. Only those Appropriate Uses listed in 17 Ill. Adm. Code Part 3708 will be allowed. The approved Appropriate Uses are as follows:

a. Flood Control Structures, dikes, Dams and other public works or private improvements relating to the control of drainage, Flooding, erosion, or water quality or habitat for fish and wildlife.

b. Structures or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities, and facilities and improvements related to recreational boating, commercial shipping and other functionally water dependent uses;

c. Storm and sanitary sewer relief outfalls;

d. Underground and overhead utilities;

e. Recreational facilities such as playing fields and trail systems, including any related fencing (at least 50 percent open when viewed from any one direction) built parallel to the direction of Flood flows, and including open air pavilions and toilet facilities (4 stall maximum) that will not block Flood flows nor reduce Floodway storage.

f. Detached garages, storage sheds, or other non-habitable Accessory Structures that will not block Flood flows nor reduce Floodway storage;

g. Bridges, culverts, roadways, sidewalks, railways, runways and taxiways and any modification thereto;

h. Parking lots built at or below existing grade where either:

i. The depth of flooding during the Base Flood will not exceed 1.0 foot; or

ii. The Applicant of a short-term recreational use facility parking lot formally agrees to restrict access during overbank flooding events and accepts liability for all damage caused by vehicular access during all overbank flooding events.

i. Aircraft parking aprons built at or below ground elevation where the depth of flooding during the Base Flood will not exceed 1.0 foot;

j. Designated Floodway regrading, without fill, to create a positive non-erosive slope toward a watercourse.

k. Floodproofing activities to protect previously existing lawful Buildings including the construction of water tight window wells, elevating Buildings, or construction of floodwalls around residential, commercial or industrial principal Buildings where the outside toe of the floodwall shall be no more than ten (10) feet away from the exterior wall of the existing Building, and, which are not considered Substantial Improvements to the Building.

l. The replacement, reconstruction, or repair of a damaged Building, provided that the outside dimensions are not increased, and if the Building was damaged to fifty (50%) percent or more of the market value before the damage occurred, the Building will be protected from flooding to the FPE.

m. Modifications to an existing Building that would not increase the enclosed floor area of the Building below the BFE, and which will not block Flood flows including but not limited to, fireplaces, bay windows, decks, patios, and second story additions. If the Building is improved to fifty (50%) percent or more of the market value before the modification occurred (i.e., a Substantial Improvement), the Building will be protected from flooding to the FPE.

2. Appropriate Uses do not include the construction or placement of any new Buildings, fill, Building additions, Buildings on stilts, excavation or Channel Modifications done to accommodate otherwise non-Appropriate Uses in the Floodway, fencing (including landscaping or planting designed to act as a fence) and storage of materials except as specifically defined above as an Appropriate Use.

3. Within the Designated Floodway, the construction of an Appropriate Use, will be considered permissible provided that the proposed project meets the criteria established in 17 Ill. Adm. Code Part 3708 and is so stated in writing with supporting plans, calculations, and data by a Registered P.E. and provided that any Building meets the protection requirements of this Chapter.

a. Preservation of Floodway Storage so as Not to Increase Downstream Flooding.

i. Compensatory Storage shall be provided for any Designated Floodway storage lost due to the proposed work from the volume of fill or Structures placed and the impact of any related Flood control projects.

ii. Compensatory Storage for fill or Structures shall be equal to 1.5 times the volume of Designated Floodway storage lost.

iii. Artificially created storage lost due to a reduction in head loss behind a bridge shall not be required to be replaced.

iv. The compensatory Designated Floodway storage shall be placed between the proposed normal water elevation and the proposed BFE. All Designated Floodway storage lost below the existing 10-percent annual chance Flood elevation shall be replaced below the proposed 10-percent annual chance Flood elevation. All Designated Floodway storage lost above the existing 10-percent annual chance Flood elevation shall be replaced above the proposed 10-percent annual chance Flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

v. If the Compensatory Storage will not be placed at the location of the proposed construction, the Applicant's engineer shall demonstrate through a determination of Flood discharges and water surface elevations that the Compensatory Storage is hydraulically equivalent.

vi. There shall be no reduction in Floodway surface area, as a result of a Floodway modification, unless such modification is necessary to reduce flooding at an existing Structure.

b. Preservation of Floodway Velocities so as Not to Increase Stream Erosion or Flood Heights.

i. For all Appropriate Uses, except bridges or culverts or on-stream Structures, the proposed work will not result in an increase in the average Channel or Designated Floodway velocities or stage for all Flood events up to and including the Base Flood event.

ii. In the case of bridges or culverts or on-stream Structures built for the purpose of backing up water in the stream during normal or Flood flows, velocities may be increased at the Structure site if scour, erosion and sedimentation will be avoided by the use of rip-rap or other design measures.

c. Construction of new bridges or culvert crossings and roadway approaches shall meet 17 Ill. Adm. Code Part 3708.

i. The proposed Structure shall not result in an increase of upstream Flood stages greater than 0.1 foot when compared to the existing conditions for all Flood events up to and including the Base Flood event; or the upstream Flood stage increases will be contained within the Channel banks (or within existing vertical extensions of the Channel banks) such as within the design

protection grade of existing levees or floodwalls or within recorded Flood easements.

ii. If the proposed construction will increase upstream Flood stages greater than 0.1 feet, the developer must contact IDNR/OWR to obtain a permit for a Dam or waiver.

The engineering analysis of upstream Flood stages must be calculated using the Flood study flows, and corresponding Flood elevations for tailwater conditions for the Flood study specified in Section 4-13-4 of this Chapter. Bridges and Culverts must be analyzed using any commonly accepted FEMA approved hydraulic models.

Lost Floodway storage must be compensated for per Section 4-13-7(B)(3)(b).

Velocity increases must be mitigated per Section 4-13-7(B)(3)(c).

If the crossing is proposed over a Public Body of Water that is used for recreational or commercial navigation, an IDNR/OWR permit must be received.

The hydraulic analysis for the backwater caused by the bridge showing the existing condition and proposed regulatory profile must be submitted to IDNR/OWR for concurrence that a CLOMR is not required by Section 4-13-6(B).

All excavations for the construction of the crossing shall be designed per Section 4-13-6(B)(3)(h).

d. Reconstruction or Modification of Existing Bridges, Culverts, and Approach Roads shall meet 17 Ill. Adm. Code Part 3708.

i. The bridge or culvert and roadway approach reconstruction or modification shall be constructed with no more than 0.1-foot increase in backwater over the existing Flood profile for all Flood frequencies up to and including the Base Flood event, if the existing Structure is not a source of Flood damage.

ii. If the existing bridge or culvert and roadway approach is a source of Flood damage to Structures in the upstream Floodplain, the Applicant's engineer shall evaluate the feasibility of redesigning the existing bridge or culvert and roadway approach

to reduce the existing backwater, taking into consideration the effects on Flood stages on upstream and downstream properties.

iii. The determination as to whether or not the existing crossing is a source of Flood damage and should be redesigned must be prepared in accordance with 17 Ill. Adm. Code Part 3708 (Floodway Construction in Northeastern Illinois) and submitted to IDNR/OWR for review and concurrence before a permit is issued.

e. On-Stream Structures Built for the Purpose of Backing Up Water shall meet 17 Ill. Adm. Code Part 3708.

i. Any increase in upstream Flood stages greater than 0.0 foot when compared to the existing conditions, for all Flood events up to and including the Base Flood event shall be contained within the Channel banks (or within existing vertical extensions of the Channel banks) such as within the design protection grade of existing levees or Floodwalls or within recorded Flood easements.

ii. A permit or letter indicating a permit is not required must be obtained from IDNR/OWR for any Structure built for the purpose of backing up water in the stream during normal or Flood flow.

iii. All Dams and impoundment Structures, shall meet the permitting requirements of 17 Ill. Adm. Code Part 3702 (Construction and Maintenance of Dams). If the proposed activity involves a modification of the Channel or Floodway to accommodate an impoundment, it shall be demonstrated that:

The impoundment is determined to be in the public interest by providing Flood control, public recreation, or regional stormwater detention;

The impoundment will not prevent the migration of indigenous fish species, which require access to upstream areas as part of their life cycle, such as for spawning;

The impoundment will not cause or contribute to degraded water quality or habitat conditions. Impoundment design should include gradual bank slopes, appropriate bank stabilization measures and a pre-sedimentation basin.

A non-point source control plan has been implemented in the upstream watershed to control the effects of sediment runoff as well as minimize the input of nutrients, oil and grease, metals, and other pollutants. If there is more than one

municipality in the upstream watershed, the municipality in which the impoundment is constructed should coordinate with upstream municipalities to ensure comprehensive watershed control;

The project otherwise complies with the requirements of Section 4-13-6.

f. Excavation in the Floodway shall meet 17 Ill. Adm. Code Part 3708.

g. General Criteria for Analysis of Flood Elevations.

i. The Flood profiles, flows and Floodway data in the Designated Floodway study, referenced in Section 4-13-5, must be used for analysis of the base conditions. If the study data appears to be in error or conditions have changed, IDNR/OWR shall be contacted for approval and concurrence on the appropriate base conditions data to use.

ii. If the Floodway elevation at the site of the proposed construction is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed construction shall be shown to meet:

The requirements of this section for the BFEs of the Designated Floodway conditions; and

Conditions with the receiving stream at normal water elevations.

iii. If the Applicant learns from IDNR/OWR, local governments, or a private owner that a downstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a Public Flood Control Project is scheduled to be built, removed, constructed or modified within the next five years, the proposed construction shall be analyzed and shown to meet the requirements of this section for both the existing conditions and the expected Flood profile conditions when the bridge, culvert or Flood control project is built.

h. Conditional Letter of Map Revision.

i. If the Appropriate Use would result in a change in the Designated Floodway location or the BFE, the Applicant shall submit to IDNR/OWR and FEMA all information, calculations and documents necessary to be issued a conditional Designated Floodway map

revision and receive from IDNR/OWR a conditional concurrence of the Designated Floodway change before a permit is issued.

ii. The final Designated Floodway map will not be changed by FEMA until as-built plans or record drawings of initial filling, grading, dredging, or excavating activities are submitted and accepted by FEMA and IDNR/OWR. All field surveys shall be conducted under the supervision of a Registered P.E. or Registered Land Surveyor and shall be sealed. All required engineering analyses shall be conducted under the supervision of a Registered P. E., or in the case of a federal project, by the federal agency and shall be so sealed or stated.

iii. In the case of non-government projects, the municipality in incorporated areas and the county in unincorporated areas shall concur with the proposed conditional Designated Floodway map revision before IDNR/OWR approval can be given.

iv. No filling, grading, dredging, or excavating shall take place until a conditional approval is issued.

v. After receipt of conditional approval of the Designated Floodway change and issuance of a permit and a Conditional Letter of Map Revision, construction as necessary to change the Floodway designation may proceed including filling, grading, dredging, and excavating. No additional Development activities, including the construction of Buildings, shall take place in the Floodplain or Designated Floodway until a final LOMR is issued by FEMA with concurrence from IDNR/OWR.

i. Public Flood Control Projects. For Public Flood Control Projects, the permitting requirements of this section will be considered met if the applicant can demonstrate to IDNR/OWR through hydraulic and hydrologic calculations that the proposed project will not singularly or cumulatively result in increased flood heights outside the project right-of-way or easements for all flood events up to and including the 100-year frequency event.

j. Professional Engineer's Supervision.

All engineering analyses shall be performed by or under the supervision of a Registered P.E.

4. Permits for Dams

a. Any work involving the construction, modification, or removal of a Dam per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of Dam construction.

b. If the Floodplain Administrator finds a Dam that does not have an IDNR/OWR permit, the Floodplain Administrator shall immediately notify the IDNR/OWR Bartlett office.

c. If the Floodplain Administrator finds a Dam which is believed to be in unsafe condition, the Floodplain Administrator shall immediately notify the owner of the Dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency.

5. Activities that do not Require a Registered Professional Engineer's Review

Regional Permit No. 3, which authorizes, for example, underground and overhead utilities, storm and sanitary sewer outfalls, sidewalks, patios, athletic fields, playground equipment and streambank protection activities; may be permitted without a Registered P.E.'s review. Such activities shall still meet the other requirements of this Chapter, including the mitigation requirements.

4-13-7. – OCCUPATION AND USE OF FLOODPLAIN AREAS WHERE FLOODWAYS ARE NOT IDENTIFIED.

In riverine Floodplains, where no Floodways have been identified, no Development shall be permitted unless the cumulative effect of the proposals, when combined with all other existing and anticipated uses and Structures, shall not significantly impede or increase the flow and passage of the floodwaters nor significantly increase flood heights. The Development must meet all applicable requirements of this Ordinance and 17 Ill. Adm. Code Part 3700.

A. Floodway Permit

1. In addition to a floodplain development permit, work within an IDNR/OWR Jurisdictional Stream shall require either a floodway permit from IDNR/OWR, documentation that the projects meets the conditions of a Statewide Permit listed in Section 4-13-7(B)(3), or a letter from IDNR/OWR stating no permit is required. In addition to the requirements of Section 4-13-3, the application for a floodplain development permit shall also include the following information:

a. A detailed description of the proposed activity, its purpose, and intended use;

b. Site location (including legal description) of the property, drawn to scale, on the FIRM, indicating whether it is proposed to be in an incorporated or unincorporated area;

c. Anticipated dates of initiation and completion of activity;

d. Plans of the proposed activity shall be provided which include as a minimum:

i. A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow;

ii. A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the Structure or work, elevations, using the NAVD 88, adjacent property lines and ownership, drainage and Flood control easements, distance between proposed activity and navigation Channel (when the proposed construction is in or near a commercially navigable body of water), Floodplain limit, location and orientation of cross-sections, north arrow, and a graphical or numerical scale;

iii. Cross-section views of the project perpendicular to the flow of floodwater and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, 10-percent annual chance Flood elevation, BFE, and graphical or numerical scales (horizontal and vertical); and

iv. A seeding or stabilization plan for the disturbed areas.

e. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the criteria of Section 4-13-7(B).

f. Any and all other federal, state, and local permits or approvals that may be required for this type of Development.

2. Based on the best available existing data according to federal, state, or other sources, the Floodplain Administrator shall compare the elevation of the site to the BFE.

a. Should no BFE information exist for the site, the developer's engineer shall calculate the BFE according to Section 4-13-4(D).

b. The Floodplain Administrator shall maintain documentation of the existing ground elevation at the Development site and certification that this ground elevation existed prior to the date of the site's current FIRM's Floodplain identification

B. Preventing Increased Damages

1. No Development in the Floodplain, where a Floodway has not been determined, shall create a damaging or potentially damaging increase in Flood heights or velocity or threat to public health, safety and welfare or impair the natural hydrologic and hydraulic functions of the Floodway or Channel or impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this Chapter.

2. Within all riverine Floodplains where the Floodway has not been determined, the following standards shall apply:

a. The developer shall have a Licensed P.E. state in writing and show through supporting plans, calculations, and data that the project meets the engineering requirements of Section 4-13-6 for the entire Floodplain.

b. As an alternative, the developer should have an engineering study performed to determine a Floodway and submit that engineering study to IDNR/OWR and FEMA for acceptance as a Designated Floodway.

c. Upon acceptance of the Floodway by IDNR/OWR and FEMA, the developer shall then demonstrate that the project meets the requirements of Section 4-13-6 for the Designated Floodway. The Floodway shall be defined according to the definition in Section 4-13-2 of this Chapter

d. A Development permit shall not be issued unless the Applicant first obtains an IDNR/OWR permit or a determination has been made that an IDNR/OWR permit is not required.

e. Permits for Dams.

i. Any work involving the construction, modification, or removal of a Dam per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of dam construction.

ii. If the Floodplain Administrator finds a Dam that does not have an IDNR/OWR permit, the Floodplain Administrator shall immediately notify the IDNR/OWR Bartlett office.

iii. If the Floodplain Administrator finds a Dam which is believed to be in unsafe condition, the Floodplain Administrator shall immediately notify the owner of the Dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency.

3. The following activities may be permitted without a Licensed P.E.'s review or calculation of BFE and Designated Floodway. Such activities shall still meet the other requirements of this Chapter.

a. Bridge and culvert crossings of streams in rural areas meeting conditions of IDNR/OWR Statewide Permit No. 2;

b. Barge fleeting facilities meeting conditions of IDNR/OWR Statewide Permit No. 3;

c. Aerial utility crossings meeting conditions of IDNR/OWR Statewide Permit No. 4

d. Minor boat docks meeting conditions of IDNR/OWR Statewide Permit No. 5;

e. Minor, non-obstructive activities meeting conditions of IDNR/OWR Statewide Permit No. 6; activities (not involving fill or positive change in grade) are covered by this permit;

f. Outfall Structures and drainage ditch outlets meeting conditions of IDNR/OWR Statewide Permit No. 7;

g. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;

h. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;

i. Accessory Structures and additions to existing residential Buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;

j. Minor maintenance dredging activities meeting conditions of DNR/OWR Statewide Permit No. 11;

k. Bridge and culvert replacement Structures and bridge widenings meeting conditions of IDNR/OWR Statewide Permit No. 12;

l. Temporary construction activities meeting conditions of IDNR/OWR Statewide Permit No. 13;

m. Special Uses of Public Waters meeting conditions of IDNR/OWR Statewide Permit No. 14; and

n. Any Development determined by IDNR/OWR to be located entirely within a Flood Fringe area shall be exempt from State Floodway permit requirements.

4. The Flood carrying capacity of any altered or relocated watercourse shall be maintained.

5. Compensatory Storage.

a. Whenever any portion of a Floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or Structure below the BFE shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the BFE.

b. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or Structure.

c. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.

d. All Floodplain storage lost below the existing 10-percent annual chance Flood elevation shall be replaced below the proposed 10-percent annual chance Flood elevation. All Floodplain storage lost above the existing 110-percent annual chance Flood elevation shall be replaced above the proposed 10-percent annual chance Flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

4-13-8. – PERMITTING REQUIREMENTS APPLICABLE TO ALL FLOODPLAIN AREAS.

In addition to the requirements found in Sections 4-13-5, 4-13-6 and 4-13-7 for Development in Flood Fringes, Designated Floodways, and Floodplains where no Floodways have been identified, the following requirements shall be met. Where an existing or proposed Building or other Development is affected by multiple flood zones, by multiple BFEs, or both, the Development activity must comply with the provisions of the Chapter applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed Building, or for other developments, affecting any part of the Development area.

A. Public Health and Other Standards

1. No Developments in the Floodplain shall include locating or storing chemicals, explosives, buoyant materials, animal wastes, fertilizers, flammable liquids, pollutants, or other hazardous or toxic materials below the FPE unless such materials are stored in a floodproofed and anchored storage tank and certified by a P.E. or floodproofed Building constructed according to the requirements of this Chapter.

2. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate Flood damage.

3. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

4. New and replacement water supply systems, wells, sanitary sewer lines and on-site waste disposal systems may be permitted providing all manholes or other above ground openings located below the FPE are watertight. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

5. All other activities, defined as Development, such as pools, fences, filling, paving, etc., shall be designed so as not to alter Flood flows or increase potential Flood damages. Non-structural fill within a Coastal high hazard area (zone V, V1-30, or VE) or within a Moderate Wave Action Area shall be permitted only if an engineering report demonstrates that the fill will not cause wave runup, ramping, or deflection of floodwaters that cause damage to buildings.

6. The use of fill for structural support of buildings within a Coastal high hazard area (zone V, V1-30, or VE) or within a Moderate Wave Action Area is prohibited.
7. Man-made alterations of sand dunes within a Coastal high hazard area (zone V, V1-30, or VE) or within a Moderate Wave Action Area are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.
8. Within a Coastal high hazard area or within a Moderate Wave Action Area, bulkheads, seawalls, revetments, and other erosion control structures shall not be connected to the foundation or superstructure of a Building, and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any Building.

B. Carrying Capacity and Notification of Adjacent Communities

1. For all projects involving Channel Modification, fill, or stream maintenance (including levees), the Flood carrying capacity of the watercourse shall be maintained.

2. In addition, the City of Evanston shall notify adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of the watercourse.

C. Protecting Buildings

1. In addition to the damage prevention requirements in Sections 4-13-5 and 4-13-6 of this Chapter, all Buildings located within a Floodplain, shall be protected from Flood damage below the FPE. This Building protection criteria applies to the following situations:

a. New Construction or placement of a new Building or alteration or addition to an existing Building.

b. Substantial Improvements, made to any existing Building. If substantially improved, both the existing Building and any addition must meet the Flood protection standards of this section.

c. A Substantially Damaged Building under repair. Substantial Damage shall be figured cumulatively during a 10-year period by comparing the cost to repair the building to its pre-damage condition with the market value of the building immediately prior to the damage, for each event in which the building sustains damage, and adding the percentages of damage for each event. If Substantially Damaged, the entire Building must meet the Flood Protection standards of this section.

d. Installing a Manufactured Home on a new site or a Manufactured Home on an existing site.

e. Installing a travel trailer or Recreational Vehicle on a site for more than 180 consecutive days; and

f. Repetitive Loss to an existing Building.

2. Residential Buildings: In zones A, AO, AH, and AE, the lowest floor, including Basement, of New Construction of residential Buildings, and Substantially Improved residential Buildings, must be elevated to the FPE, and are subject to the more specific additional requirements below.

a. If fill, including grading to redistribute onsite material to alter existing topography, is used as a means of elevation:

i. The fill shall be placed in layers no greater than six inches before compaction and must extend at least twenty (20) feet beyond the foundation before sloping below the FPE in lieu of a geotechnical report.

ii. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.

iii. The fill shall be composed of clean rock or soil and not include debris or refuse material.

iv. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.

b. If the Building's lowest floor is elevated above ground level with an enclosed or unenclosed area below the lowest floor:

i. The Building shall be elevated on piles, walls, columns, or other foundation that is permanently open to floodwaters.

ii. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of two (2) permanent openings shall be provided on at least two walls located below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding, or the design must be certified by a Registered P.E, as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

iii. All electrical lines, switches, receptacles, and fixtures must be located above the FPE except to the minimum extent required by applicable building or life-safety codes. Any switches, receptacles, and/or fixtures required by applicable building or life-safety codes to extend below the FPE shall be rated, or located in enclosures rated, for prolonged submersion.

iv. The Building, foundation, and supporting members shall be adequately anchored to prevent flotation, collapse, or lateral movement of the Building resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and be designed so as to minimize exposure to current, waves, ice, and floating debris.

v. All Building components below the FPE shall be constructed of materials resistant to Flood damage.

vi. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the FPE provided they are waterproofed.

vii. The area below the FPE shall be used solely for parking, storage, or building access and not later modified or occupied as habitable space.

3. Nonresidential Buildings: In zones A, AO, AH, and AE, the lowest floor (including basement) of New Construction of nonresidential buildings, and Substantial Improvement of nonresidential Buildings, must either (1) be elevated to or above the FPE, subject to the more specific additional requirements of Sections 4-13-8(C)(2)(a) through 4-13-8(C)(2)(b) above; or (2) be structurally dry-floodproofed, provided a Registered P.E. or architect has developed and/or reviewed the structural design, specifications, and plans for construction, and the Registered P.E. or architect submits a FEMA Floodproofing Certificate, certifying that the design and methods of construction are in accordance with accepted standards of practice for meeting the requirements of ASCE 24-14, and the following conditions:

a. Below the FPE, the Building and attendant utility and sanitary facilities shall be watertight with walls substantially impermeable to the passage of water and structural components capable of resisting hydrostatic and hydraulic loads and the effects of buoyancy.

b. The Building design accounts for Flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and impact from debris and ice.

c. Floodproofing measures will be incorporated into the Building design and operable without human intervention and without an outside source of electricity.

d. The Building, utility, and sanitary facilities' design and construction will prevent the effect of sewer backup into the building.

e. Levees, berms, floodwalls, and similar works are not considered Floodproofing for the purpose of this Chapter.

4. In zones A, AO, AH, and AE, all placement or substantial improvement of Manufactured Homes and permanent installation of travel trailers on site for more than 180 consecutive days, shall be:

a. Elevated with the Lowest Floor at or above the FPE using a support and anchoring system, designed by a P.E. pursuant to 77 Ill. Adm. Code § 870.110.

b. Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.220

5. In zones A, AO, AH, and AE, travel trailers and Recreational Vehicles, on site for more than 180 consecutive days, shall meet the elevation requirement and

anchoring requirements of Section 4-13-8(C)(4) unless the following conditions are met:

a. The vehicle must be either self-propelled or towable by a light duty truck.

b. The vehicle must not be attached to any permanent additions or external Structures, such as decks and porches.

c. The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.

d. The vehicles having a total area not exceeding four hundred (400) square feet when measured at the largest horizontal projection.

e. The vehicle's wheels must remain on axles and have inflated tires.

f. Any air conditioning units must be attached to the frame so as to be safe for movement out of the Floodplain.

g. The vehicle must be attached to a site only by quick disconnect type utilities and security devices. Utility connections include, but are not limited to, propane tanks, electrical and sewage.

h. The vehicle must be licensed and titled as a Recreational Vehicle or park model, be entirely supported by jacks, or have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by use of the jacks/hitch jack.

6. In zones A, AO, AH, and AE, detached Accessory Structures may be constructed with the Lowest Floor below the FPE provided the following conditions are met:

a. The Building must be non-habitable, must not include areas intended or used for cooking, and must not include bathrooms, toilet rooms, or shower rooms.

b. All areas below the BFE shall be constructed with Flood-resistant materials.

c. The Building must be used only for the storage and parking and cannot be modified later into another use.

d. The Building shall be located outside of the Designated Floodway unless the Building can be constructed and placed on a Building site so as

not to block Flood flows nor reduce Floodway storage (Section 4-13-6(B)(1)(f), can also meet the Appropriate Use criteria of Section 4-13-6, and all other applicable requirements of this Chapter

e. All electrical lines, switches, receptacles, and fixtures must be located above the FPE except to the minimum extent required by applicable building or life-safety codes. Any switches, receptacles, and/or fixtures required by applicable building or life-safety codes to extend below the FPE shall be rated, or located in enclosures rated, for prolonged submersion.

f. No plumbing, heating, or air conditioning shall be permitted in Accessory Structures allowed under this subsection to be wet floodproofed in lieu of elevation.

g. The structure must have at least two (2) permanent openings on at least two walls not more than one (1) foot above grade and below the BFE, with one (1) square inch of opening for every one (1) square foot of floor area.

h. The structure must be no more than one story in height and no more than six hundred (600) square feet in size.

i. The Building shall be anchored to resist floatation and overturning.

j. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the FPE.

k. The Lowest Floor elevation should be documented, and the owner advised of the Flood insurance implications of building with the Lowest Floor below the BFE.

7. In Floodplain zones AO and AH, drainage paths shall be provided to guide water around and away from the Buildings.

8. The repair, remodeling, or maintenance of existing Buildings located within a Designated Floodway, built before November 18, 1987, are exempt from 17 Ill. Adm. Code Part 3708, including the more restrictive Appropriate Use standards. Such Buildings are not exempt from Section 4-13-8(A), including Substantial Damage and Substantial Improvement requirements, and if enlarged, replaced, or structurally altered must meet the requirements of 17 Ill. Adm. Code Part 3708.

9. New Construction or Substantial Improvement of Critical Facilities within the floodplain or the 0.2 percent annual chance flood elevation when defined, shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation or three feet above the BFE, whichever is

greater. Adequate parking shall be provided for staffing of the critical facilities at or above the BFE or 0.2 percent chance flood, when defined. Access routes to all critical facilities should be reviewed and considered when permitting. Access routes should be elevated to or above the level of the BFE.

Floodproofing and sealing measures may also be used to provide protection, as described in Section 7, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

Critical Facilities include emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes, senior care facilities, water treatment plants, and arterial roads and associated bridges.

10. In a Coastal high hazard area (zone VE) and in any area of zone AE designated as a Moderate Wave Action Area, the building protection requirements of this Section 4-13-8(C) must be met according to the following criteria:

a. All New Construction and Substantial Improvements shall be elevated on pilings or columns so that the bottom of the lowest horizonal structural member of the Lowest Floor (excluding the pilings or columns) is elevated to or above the FPE, and the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.

i. Water loading values used shall be those associated with the Base Flood.

ii. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or other equivalent standard.

b. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 4-13-8(C)(10)(a).

c. All New Construction and Substantial Improvements shall have the space below the Lowest Floor either free of obstruction or constructed with non-supporting Breakaway Walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

i. For the purpose of Section 4-13-8(C)(10)(c), a Breakaway Wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot.

ii. Use of Breakaway Walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:

Breakaway Wall collapse shall result from a water load less than that which would occur during the base flood; and

The elevated portion of the Building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.

iii. All space enclosed by Breakaway Walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking of vehicles, building access, or storage.

d. Placement or Substantial Improvement of Manufactured Homes must comply with Section 4-13-8(C)(10)(a) through Section 4-13-8(C)(10)(c).

e. Recreational Vehicles, including park models, must either be on site for fewer than 180 consecutive days; or be fully licensed and ready for highway use; or comply with Section 4-13-8(C)(10)(a) through Section 4-13-8(C)(10)(c).

11. When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may not apply for a permit from the City of Evanston to construct the lowest floor of a building below the BFE in the floodplain.

D. Compensatory Storage.

1. Whenever any portion of a riverine Floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or Structure below the BFE shall

be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the BFE.

2. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or Structure.

3. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.

4. All Floodplain storage lost below the existing 10-percent annual chance Flood elevation shall be replaced below the proposed 10-percent annual chance Flood elevation. All Floodplain storage lost above the existing 110-percent annual chance Flood elevation shall be replaced above the proposed 10-percent annual chance Flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

4-13-9. – SUBDIVISION REQUIREMENTS.

The Evanston City Council shall consider Flood hazards, to the extent that they are known in all official actions related to land management, use and Development.

A. New subdivisions, Manufactured Home parks, annexation agreements, and Planned Unit Developments within the Floodplain shall be reviewed to assure that the proposed Developments are consistent with Sections 4-13-5, 4-13-6, 4-13-7 and 4-13-8 of this Chapter and the need to minimize Flood damage. Plats or plans for new subdivisions, Manufactured Home parks and Planned Unit Developments shall include a signed statement by a Registered P.E. that the plat or plans account for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

B. Proposals for new subdivisions, Manufactured Home parks, travel trailer parks, Planned Unit Developments and additions to Manufactured Home parks and additions to subdivisions shall include BFE data and Floodway delineations. Where this information is not available from an existing adopted study, the Applicant's engineer shall be responsible for calculating the BFE per Section 4-13-4(D). and the Floodway delineation.

C. Streets, blocks, lots, parks, and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and Channels. Wherever possible, the Floodplains shall be included within parks or other public grounds.

D. The Evanston City Council shall not approve any Planned Unit Development or plat of subdivision located outside the corporate limits unless such agreement or plat is in accordance with the provisions of this Chapter.

E. All public utilities and facilities, such as sewer, gas, electrical and water systems, must be located and constructed to minimize or eliminate Flood damage.

4-13-10. – VARIANCES.

A. No variances shall be granted within a Designated Floodway if any increase in Flood levels would result.

B. Whenever the standards of this Chapter place undue hardship on a specific Development proposal, the Applicant may apply for a variance. Upon proper application and after fifteen (15) days' notice of public hearing, the Community Development Director and City Engineer shall review the applicant's request for a variance and shall submit the staff recommendation to the City Council. The City Council may attach such conditions to granting of a variance, as it deems necessary to further the intent of this chapter.

C. No variance shall be granted unless the Applicant demonstrates, and the Evanston City Council finds, that all of the following conditions are met:

1. The Development activity cannot be located outside the Floodplain.

2. An exceptional hardship would result if the variance were not granted.

3. The variance granted is the minimum necessary, considering the Flood hazard, to afford relief.

4. There will be no additional threat to public health or safety, destruction of beneficial stream uses and functions including, aquatic habitat, creation of a nuisance, causation of fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5. There will be no additional public expense for Flood protection, lost environmental stream uses and functions, rescue or relief operations, policing, or repairs to streambeds and banks, roads, utilities, or other public facilities; and

6. The provisions of Sections 4-13-5(B) and 4-13-7(B) of this Chapter shall still be met; and

7. The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of the NFIP; and

8. All other required state and federal permits or waivers have been obtained.

D. The City Engineer shall notify an Applicant in writing that a variance from the requirements of Section 4-13-8 that would lessen the degree of protection to a Building will:

1. Result in increased premium rates for Flood insurance up to amounts as high as $25 per $100 of insurance coverage; and

2. Increase the risks to life and property; and

3. Require that the Applicant proceed with knowledge of these risks and that the Applicant will acknowledge in writing the assumption of the risk and liability.

E. The findings of fact and conclusions of law made by the Evanston City Council according to Section 4-13-10(C) the notifications required by Section 4-13-10(D), and a record of hearings and evidence considered as justification for the issuance of all variances from this Chapter shall be maintained by the City in perpetuity.

F. Variances requested in connection with restoration of a historic site or Historic Structure, may be granted to allow repair or rehabilitation of Historic Structures using criteria more permissive than the requirements of Sections 4-13-10(C) and 4-13-10(D), subject to the conditions that:

1. The variance is the minimum necessary to preserve the historic character and design of the Building; and

2. The repair or rehabilitation will not preclude the Building's continued designation as a Historic Structure.

4-13-11. – DISCLAIMER OF LIABILITY.

The degree of Flood Protection required by this Chapter is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger Floods may occur, or Flood heights may be increased by man-made or natural causes. This Chapter does not imply that Development, either inside or outside of the Floodplain, will be free from flooding or damage. This Chapter does not create liability on the part of the City or any officer or employee thereof for any Flood damage that results from reliance on this Chapter or any administrative decision made lawfully thereunder.

4-13-12. – PENALTY.

A. Failure to obtain a floodplain development permit for Development in the Floodplain or failure to comply with the conditions of a floodplain development permit or a variance shall be deemed to be a violation of this Chapter. Upon due investigation, whenever the Community Development Director in consultation with the Corporation Counsel and City Engineer determines that a Violation of the minimum standards of this Chapter exists, the Community Development Director shall issue a Notice of Violation. The Notice of Violation constitutes a suspension of the permit.

The Notice of Violation shall contain the address or parcel identification number of the property, a brief description of the Violation; section of the Chapter violated; the requirement to stop all work in Violation of this Chapter; a statement informing the violator that they may contest the notice in writing within ten days, correct the violation in ten days, or apply for a permit; a warning that if the violator fails to comply the community shall

institute appropriate legal proceedings; and a statement that the Chapter authorizes fines of not less than fifty dollars ($50.00) or more than one thousand dollars ($1,000) for each day during or on which a Violation occurs or continues.

Notification to the owner shall be in any of the following manners:

1. By personally delivering to the owner of the property involved, or to the owner's agent, or to the person doing the work.

2. By posting a copy of the stop work order on the subject property in a conspicuous place, or

3. By personally delivering or mailing a copy of the notice of violation to any adult who resides at, occupies, uses, leases, manages, or maintains the property on which the Violation is located,

4. By personally delivering or mailing a copy of the notice of violation to any owner in title to the property on which the Violation is located.

B. If such owner fails, after ten days from the date the written notice is issued, to correct the violation, apply for a permit, or contest the notice in writing, the City may make application to the Circuit Court for an injunction requiring conformance with this Chapter or make such other order as the Court deems necessary to secure compliance with the Chapter.

C. Any person who violates this Chapter shall, upon conviction thereof, be fined not less than fifty dollars ($50.00) or more than one thousand dollars ($1,000) for each offense. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

D. The City shall record a notice of violation on the title to the property.

E. The Community Development Director shall inform the owner that any such violation is considered a willful act to increase Flood damages and, therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

F. No floodplain development permit shall be permanently suspended or revoked until a hearing is held by the Evanston City Council. Written notice of such hearing shall be served on the permittee and shall state: (1) the grounds for complaint or reasons for suspension or revocation; and (2) the time and place of the hearing. At such hearing, the permittee shall be given an opportunity to present evidence on his/her behalf. At the conclusion of the hearing, the Evanston City Council shall determine whether the permit shall be suspended or revoked.

G. Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

SECTION 4: This Ordinance repeals and replaces other Ordinances adopted by the City to fulfill the requirements of the NFIP including: Evanston 2008 Floodplain Ordinance.

However, this Ordinance does not repeal the original resolution or Ordinance adopted to achieve eligibility in the program. Nor does this Chapter repeal, abrogate, or impair any existing annexation agreements, easements, covenants, or deed restrictions. Where this Ordinance and other Ordinance easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Hitesh Desai, Chief Financial Officer
Subject:	Ordinance 80-O-21 Authorizing 2021 General Obligation Bond Issues
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council approval of Ordinance 80-O-21 providing for the issuance of not-to-exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, to finance capital improvements and refund certain outstanding bonds of the City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said refunding bonds, and authorizing and directing the sale of said bonds at public competitive sale. The ordinance will be completed and signed after the bond sale, which is tentatively scheduled for late August.

Funding Source:
General Obligation Corporate Purpose Bonds are issued for capital projects (not to exceed $10,500,000). This bond issue also includes refunding of outstanding amount of Series 2012A (not to exceed $8,000,000) with an estimated savings of around $500,000. The debt service for 2021 bonds (capital projects portion) will be paid out of the future tax levy.

Council Action:
For Introduction

Summary:
Staff recommends introduction of Ordinance 80-O-21 for the 2021 bond issue. As done previously, the city uses a parameters ordinance that provides a not-to-exceed limit for the bonds set at $10,500,000 for the capital projects portion and $8,000,000 for the refunding portion. This allows for any favorable issuance structure that is slightly different than the par amount desired. The City plans to receive $8,800,000 in project funds for Capital Projects and $6,858,065 (including interest) for current refunding. The final amount of bonds issued may vary based on the actual bid responses.

2021 Capital Projects

The 2021 General Obligation Bond issue (capital portion) funds will be used only for general capital projects. This bond issue does not include any borrowing for Library, Parking improvements and Water infrastructure projects. A detailed listing of the capital projects is attached herewith.

2021 Refunding Bonds
The 2021 General Obligation Bonds (not to exceed $8,000,000) will be issued to refund Series 2012A Bonds in the amount of $6,755,000. The city expects a debt service savings of $500,000 out of this refunding.

Debt Limit
As a home rule government under Illinois law, there is no legal debt limit for the City. The City Council has adopted as part of its budget policies a self-imposed limit on tax-supported general obligation debt, which is subject to increase by action of the City Council as the needs of the City may grow. Tax-supported debt is paid for through City property taxes.

Staff has been working with the City's financial advisor and bond counsel for 2021Bond Issue. This bond series includes tax-supported debt. In 2020, the City Council approved Resolution 60-R-20 approving the debt limit of $155,000,000 to accommodate the 2020 bond issue. At this point, there is no need to Increase the debt limit based on the numbers below:

Debt Limit Calculation	**Tax-Supported Debt**
As of December 31, 2020	143,271,348
2021 Bonds – Capital Projects	$8,800,000
Estimated after 2021 Bond Issue	**$152,071,348**

Attachments

1. 2021 Bond Ordinance 81-O-21
2. List of 2020 Debt Funded CIP Projects
3. Preliminary Official Statement for 2021 Bonds
4. Bond Order
5. Escrow Agreement
6. Continuing Disclosure

Attachments:
2021 Bond Ordinance 81-O-21
Preliminary Official Statement for 2021
Bond Order
Escrow Agreement
Continuing Disclosure Undertaking
List of 2020 Debt Funded CIP Projects

ORDINANCE NUMBER 80-O-21

AN ORDINANCE providing for the issuance of not to exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois, to finance capital improvements and refund certain outstanding bonds of said City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

Introduced on the 12th day of July, 2021.

Adopted by the City Council on the 26th day of July, 2021.

Published in Pamphlet Form by Authority of the Corporate Authorities on the _____ day of _____, 2021.

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LIST OF EXHIBITS

A—FORM OF BOND ORDER
B— FORM OF CONTINUING DISCLOSURE UNDERTAKING
C— FORM OF ESCROW LETTER AGREEMENT

ORDINANCE NUMBER 80-O-21

AN ORDINANCE providing for the issuance of not to exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois, to finance capital improvements and refund certain outstanding bonds of said City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

PREAMBLES

WHEREAS

A. The City of Evanston, Cook County, Illinois (the *"City"*), has a population in excess of 25,000, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of Section 6 of Article VII, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the *"Corporate Authorities"*) has determined it is necessary and convenient for the public health, safety, and welfare to provide for capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted and amended from time to time by the Corporate Authorities, and to pay expenses incidental to such improvements and costs of issuance of bonds for such purpose (such improvements and related expenses and

costs being the *"Capital Improvement Project"*) at an estimated cost of approximately $10,500,000 and, there being no funds on hand and allocable to such purpose, the Corporate Authorities have determined it is necessary and convenient to borrow not to exceed said sum of $10,500,000 at this time pursuant to the Act and, in evidence of such borrowing, to issue general obligation bonds of the City (the *"CIP Bonds"*) for such purpose in not to exceed such principal amount.

D. The City has heretofore issued and there are now outstanding the following legal and validly binding and subsisting obligations of the City:

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2012A

Original Principal Amount:	$15,720,000
Originally Due Serially on December 1 of the Years:	2013 to 2032
Amount Remaining Outstanding:	$7,665,000
Amount Which May Be Refunded:	$6,755,000

REMAINING OUTSTANDING PRIOR 2012A BONDS AND PRIOR 2012A BONDS WHICH MAY BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:

DECEMBER 1 OF THE YEAR	AMOUNT ($)	RATE OF INTEREST (%)	AMOUNT WHICH MAY BE REFUNDED
2021	910,000	3.000	NONE
2022	740,000	3.000	ALL
2023	765,000	3.000	ALL
2024	790,000	3.000	ALL
2025	810,000	3.000	ALL
2026	475,000	3.000	ALL
2027	490,000	3.000	ALL
2028	505,000	3.000	ALL
2029	520,000	3.000	ALL
2030	535,000	3.125	ALL
2031	555,000	3.250	ALL
2032	570,000	3.250	ALL

which bonds (the *"Prior Bonds"*) are currently subject to redemption prior to maturity at the option of the City on any date, at the redemption price of par plus accrued interest to the date of redemption.

E. The Corporate Authorities have considered and determined that interest rates available in the bond market for the maturities of the Prior Bonds to be refunded are currently more favorable for the City than they were at the time when the Prior Bonds were issued and that it is possible, proper, and advisable to provide for the timely refunding, if such favorable rates continue, of the Prior Bonds, and to provide for the payment and redemption thereof, to the end of taking advantage of the debt service savings which may result from such lower interest rates (which refunding may hereinafter be referred to as the *"Refunding"*).

F. The Corporate Authorities hereby determine that it is advisable and in the best interests of the City to provide for the borrowing of not to exceed $8,000,000 at this time pursuant to the Act for the purpose of paying the costs of the Refunding and, in evidence of such borrowing, to issue general obligation bonds of the City (the *"Refunding Bonds"*) for such purpose in not to exceed such principal amount.

G. The Corporate Authorities have heretofore and it hereby expressly is determined that it is desirable and in the best interests of the City that there be authorized at this time the borrowing of money for the Capital Improvement Project and the Refunding and, in evidence of such borrowing, to provide for the issuance of the CIP Bonds and the Refunding Bonds in one combined series for such purposes in an aggregate principal amount of not to exceed $18,500,000, and that certain officers of the City be authorized to sell such bonds, and, accordingly, it is necessary that said officers be so authorized within certain parameters as hereinafter set forth.

NOW THEREFORE Be It Ordained by the City Council of the City of Evanston, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Capital Improvement Project

City

Corporate Authorities

Prior Bonds

Refunding

B. The following words and terms are defined as set forth.

"Act" means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Illinois

Constitution of 1970; and in the event of conflict between the provisions of said Municipal Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Municipal Code; and, further, includes the Local Government Debt Reform Act, as amended.

"Ad Valorem Property Taxes" means the real property taxes levied to pay the Series 2021 Bonds as described and levied in Section 11 of this Ordinance.

"Bond Counsel" means Chapman and Cutler LLP, Chicago, Illinois.

"Bond Fund" means the Bond Fund established and defined in Section 15 of this Ordinance.

"Bond Moneys" means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

"Bond Order" means the Bond Order to be executed by Designated Officers of the City as provided in Section 13 of this Ordinance, substantially in the form attached hereto as *Exhibit A,* and by which the final terms of the Series 2021 Bonds will be established.

"Bond Purchase Agreement" means the contract for the sale of the Series 2021 Bonds by and between the City and the Purchaser, which shall be the Official Bid Form, as executed, in response to an Official Notice of Sale given by the City in connection with the public competitive sale of the Series 2021 Bonds.

"Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Series 2021 Bonds, as provided in this Ordinance.

"Bond Registrar" means Zions Bancorporation, National Association, Chicago, Illinois, or its successors, in its capacity as bond registrar and paying agent under this Ordinance, or a substituted bond registrar and paying agent as hereinafter provided.

"Book-Entry Form" means the form of the Series 2021 Bonds as fully registered and available in physical form only to the Depository.

"Continuing Disclosure Undertaking" means the undertaking by the City for the benefit of the Purchaser as authorized in Section 14 of this Ordinance and substantially in the form as attached hereto as *Exhibit B*.

"County" means The County of Cook, Illinois.

"County Clerk" means the County Clerk of the County.

"Dated Date" means the dated date for the Series 2021 Bonds, as set forth in the Bond Order.

"Depository" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"Designated Officers" means any two of the following: the Mayor, City Clerk, Treasurer/Chief Financial Officer, City Manager or Deputy City Manager, or successors or assigns, or any of them acting together; *provided, however,* that one such officer must be an elected officer.

"*Escrow Agent*" means Zions Bancorporation, National Association, Chicago, Illinois.

"Escrow Letter Agreement" means the escrow letter agreement between the City and the Escrow Agent in the form attached hereto as *Exhibit C*.

"Financial Advisors" means Speer Financial, Inc., Chicago, Illinois, and Sycamore Advisors LLC, Chicago, Illinois.

"Ordinance" means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 26th day of July, 2021.

"Purchase Price" means the price to be paid for the Series 2021 Bonds as set forth in the Bond Order, *provided* that the Purchase Price for the Series 2021 Bonds shall not be less than 98.0% of the par value thereof, plus accrued interest (if any) from the date of issue to the date of delivery.

"Purchaser" means the winning bidder or syndicate at competitive sale.

"Record Date" means the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Series 2021 Bonds on other than the first day of a month.

"Refunded Bonds" means the Prior Bonds that are refunded by the Series 2021 Bonds, as set forth in the Bond Order and the Escrow Letter Agreement.

"Series 2021 Bonds" means the General Obligation Corporate Purpose Bonds, Series 2021, authorized to be issued by this Ordinance.

"Term Bonds" means any Series 2021 Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Order.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the City to provide for the Capital Improvement Project and the Refunding, to pay all necessary or advisable related costs, and to borrow money and issue the Series 2021 Bonds for the purpose of paying such costs. It is hereby found and determined that such borrowing of money is for a

proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Series 2021 in an aggregate principal amount of not to exceed $18,500,000. The Series 2021 Bonds shall each be designated *"General Obligation Corporate Purpose Bond, Series 2021"* or such other name or names or series designations as may be appropriate and as stated in the Bond Order; be dated the date of issuance thereof or such other Dated Date on or prior to the initial date of issuance as may be set forth in the Bond Order if it is determined therein to be a date better suited to the advantageous marketing of the Series 2021 Bonds; and shall also bear the date of authentication thereof. The Series 2021 Bonds shall be fully registered and in Book-Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single Series 2021 Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Series 2021 Bonds shall become due and payable serially or as Term Bonds (subject to right of prior redemption if so provided in the Bond Order) on December 1 of the years in which the Series 2021 Bonds are to mature. The Series 2021 Bonds shall mature in the amounts and in the years as shall be set forth in the Bond Order, *provided, however, that* (a) the final date of maturity of the Series 2021 Bonds shall not extend past December 1, 2041, and (b) the *sum* of the principal of and interest on the Series 2021 Bonds that shall become due (or subject to mandatory redemption) in any given annual period from December 2 to the following December 1 (a *"Bond Year"*) shall not exceed $2,000,000. Each Series 2021 Bond shall bear interest at a rate not to exceed 6.0% from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Series 2021 Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing not earlier than December 1, 2021, or such

other June 1 or December 1 not later than one year beyond the Dated Date as shall be provided in the Bond Order.

Interest on each Series 2021 Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Series 2021 Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Series 2021 Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository or its nominee is the registered owner as of a given Record Date. The principal of the Series 2021 Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose.

Section 5. Registration of Bonds; Persons Treated as Owners. The City shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the City for the Series 2021 Bonds. The City shall prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Series 2021 Bonds in Book-Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Series 2021 Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Series

2021 Bond or Series 2021 Bonds of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Series 2021 Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Series 2021 Bonds or to transfer or exchange any Series 2021 Bond all or any portion of which has been called for redemption. The execution by the City of any fully registered Series 2021 Bond shall constitute full and due authorization of such Series 2021 Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Series 2021 Bond; *provided, however,* the principal amount of Series 2021 Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Series 2021 Bonds for such maturity less the amount of such Series 2021 Bonds which have been paid. The person in whose name any Series 2021 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Series 2021 Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Series 2021 Bonds for any transfer or exchange of Series 2021 Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2021 Bonds, except in the case of the issuance of a Series 2021 Bond or Series 2021 Bonds for the unredeemed portion of a Series 2021 Bond surrendered for redemption.

Section 6. Book-Entry Provisions. The Series 2021 Bonds shall be initially issued in the form of a separate single fully registered Series 2021 Bond for each of the maturities of each

of the Series 2021 Bonds. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the *"Book-Entry Owner"*). Except as otherwise expressly provided, all of the outstanding Series 2021 Bonds from time to time shall be registered in the Bond Register in the name of the Book-Entry Owner (and accordingly in Book-Entry Form as such term is used in this Ordinance). Any City officer, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the *"Letter of Representations"*) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book-Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Series 2021 Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Series 2021 Bonds registered in the Bond Register in the name of the Book-Entry Owner, none of the City, any City officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Series 2021 Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2021 Bonds. Without limiting the meaning of the immediately preceding sentence, the City, any City officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the

accuracy of the records of the Depository, the Book-Entry Owner, or any Depository Participant with respect to any ownership interest in the Series 2021 Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Series 2021 Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Series 2021 Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Series 2021 Bonds. No person other than a registered owner of a Series 2021 Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Series 2021 Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Series 2021 Bonds either that they be able to obtain certificated Series 2021 Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Series 2021 Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book-Entry Owner. Alternatively, at such time, the City may determine that the Series 2021 Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book-Entry Form, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such alternate Book-Entry system, then the Series 2021 Bonds shall be registered in whatever name or names registered owners of Series 2021 Bonds transferring or exchanging Series 2021 Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Series 2021 Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the City. In case any such officer whose signature shall appear on any Series 2021 Bond shall cease to be such officer before the delivery of such Series 2021 Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Series 2021 Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Series 2021 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered under this Ordinance.

Section 8. Redemption. The Series 2021 Bonds may be subject to redemption on the terms set forth below.

A. Optional Redemption. If so provided in the Bond Order, any Series 2021 Bonds may be subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such optional redemption prices as shall be determined by the Designated Officers in the Bond Order. Such optional redemption prices shall be expressed as a percentage of the principal amount of Series 2021 Bonds to be redeemed, *provided* that such percentage shall not exceed 103.0%, plus accrued interest to the date of redemption. If less than all of the outstanding Series 2021 Bonds are to be optionally redeemed, the Series 2021 Bonds to be called shall be called in such principal amounts, and from such maturities as may be determined by the City and within any maturity in the manner hereinafter provided. As provided

in the Bond Order, some portion or all of the Series 2021 Bonds may be made not subject to optional redemption.

B. Term Bonds; Mandatory Redemption and Covenants; Effect of Purchase or Optional Redemption of Term Bonds. The Series 2021 Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Order; *provided, however,* that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the test set forth in Section 4 of this Ordinance for the maximum amounts of principal and interest due on the Series 2021 Bonds in any given Bond Year. Series 2021 Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on December 1 of the years and in the amounts as shall be determined in the Bond Order. The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of

such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

C. Redemption Procedures. Any Series 2021 Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

(1) Redemption Notice. For a mandatory redemption, unless otherwise notified by the City, the Bond Registrar will proceed on behalf of the City as its agent to provide for the mandatory redemption of such Term Bonds without further order or direction hereunder or otherwise. For an optional redemption, the City, shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amounts and maturities of Series 2021 Bonds to be redeemed and, if applicable, the effect on any schedule of mandatory redemption of Term Bonds.

(2) Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Series 2021 Bonds of a single maturity, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Series 2021 Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided,* that such lottery shall provide for the selection for redemption of Series 2021 Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Series 2021 Bond shall be as likely to be called for redemption as any other such $5,000 Series 2021 Bond or $5,000 portion. The Bond Registrar shall make such selection (a) upon or prior to the time of the giving of official notice of redemption, or (b) in the event of a refunding or defeasance, upon advice from the City that certain Series 2021 Bonds have been refunded or defeased and are no longer Outstanding as defined.

(3) Official Notice of Redemption. The Bond Registrar shall promptly notify the City in writing of the Series 2021 Bonds or portions of Series 2021 Bonds selected for redemption and, in the case of any Series 2021 Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Series 2021 Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Series 2021 Bond or Series 2021 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Series 2021 Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Series 2021 Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Series 2021 Bonds within such maturity, the respective principal amounts) of the Series 2021 Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Series 2021 Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Series 2021 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

(4) Conditional Redemption. In the case of an optional redemption of Series 2021 Bonds as described in paragraph A, above, unless moneys sufficient to pay the redemption price of the Series 2021 Bonds to be optionally redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Series 2021 Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2021 Bonds will not be redeemed.

(5) Bonds Shall Become Due. Official notice of redemption having been given as described, the Series 2021 Bonds or portions of Series 2021 Bonds so to be redeemed shall, subject to the stated condition with respect to an optional redemption of Series 2021 Bonds in the paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified; and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2021 Bonds or portions of Series 2021 Bonds shall cease to bear interest. Upon surrender of such Series 2021 Bonds for redemption in accordance with said notice, such Series 2021 Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

(6) Insufficiency in Notice Not Affecting Other Series 2021 *Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Series 2021 Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice

having been properly given, failure of a registered owner of a Series 2021 Bond to receive such notice shall not be deemed to invalidate, limit, or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Series 2021 Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Series 2021 Bonds are held in Book-Entry Form, notice may be given as provided in the Letter of Representations; and the giving of such notice shall constitute a waiver by the Depository and the Book-Entry Owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the City shall not be liable for any failure to give or defect in notice.

(7) New Series 2021 *Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Series 2021 Bond, there shall be prepared for the registered owner a new Series 2021 Bond or Series 2021 Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

(8) Effect of Nonpayment upon Redemption. If any Series 2021 Bond or portion of Series 2021 Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Series 2021 Bond or portion of Series 2021 Bond so called for redemption.

(9) Bonds to Be Cancelled; Payment to Identify Bonds. All Series 2021 Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Series 2021 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2021 Bonds being redeemed with the proceeds of such check or other transfer.

(10) Additional Notice. The City agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Series 2021 Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Governmental Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (a) advisory in nature, (b) solely in the discretion of the City (unless a separate agreement shall be made), (c) not be a condition precedent of a valid redemption or a part of the Bond contract, and (d) any failure or defect in such notice shall not delay or invalidate the redemption of Series 2021 Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the City with respect to the Series 2021 Bonds, which may contain other provisions relating to notice of redemption of Series 2021 Bonds.

(11) Bond Registrar to Advise City. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 9. Form of Bonds. The Series 2021 Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Series 2021 Bonds is to be printed in its entirety on the front side of the Series 2021 Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BONDS - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF COOK
CITY OF EVANSTON
GENERAL OBLIGATION CORPORATE PURPOSE BOND,
SERIES 2021

See Reverse Side for Additional Provisions.

Interest Rate:	Maturity Date:	Dated Date:	
____%	December 1, ____	_____, 2021	CUSIP: 299228___

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Evanston, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"City"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for that purpose at Zions Bancorporation, National Association,

located in the City of Chicago, Illinois, as paying agent and bond registrar (the *"Bond Registrar"*). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any regular interest payment date or a redemption on the first day of any month and the 15th day preceding any other interest payment date which may be occasioned by a redemption of Bonds on a day other than the first day of any month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book-Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Evanston, Cook County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Evanston
Cook County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Evanston
Cook County, Illinois

[SEAL]

[FORM OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Corporate Purpose Bonds, Series 2021, having a Dated Date of _____, 2021, of the City of Evanston, Cook County, Illinois.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Chicago, Illinois, as Bond Registrar

Date of Authentication: _____, 20__

By SPECIMEN
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of $_____ issued by the City for the purpose of paying the costs of the Capital Improvement Project and Refunding, and of paying expenses incidental thereto, all as described and defined in Ordinance Number 80-O-21 of the City, passed by the City Council on the 26th day of July, 2021, authorizing the Bonds (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and pursuant to the provisions of the Local Government Debt Reform Act, as amended (such code and powers, as supplemented, being the *"Act"*), and with the Ordinance, which has been duly executed by the Mayor, and published in pamphlet form, in all respects as by law required.

[Optional and Mandatory Redemption provisions, as needed.]

This Bond is subject to provisions relating to redemption and notice thereof and other terms of redemption; provisions relating to registration, transfer, and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number.

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Security for the Series 2021 Bonds. The Series 2021 Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 11. Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Series 2021 Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or as subject to mandatory redemption, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Series 2021 Bonds are outstanding, a direct annual tax sufficient for that purpose for the Series 2021 Bonds; and there is hereby levied upon all of the taxable property within the City, in the years for which any of the Series 2021 Bonds are outstanding, a direct annual tax (the *"Ad Valorem Property Taxes"* as defined) in amounts as shall be fully set forth in the Bond Order. Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (*"Bond Moneys"* as herein defined) shall be applied to pay principal of and interest on the Series 2021 Bonds. Interest on or principal of the Series 2021 Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Series 2021 Bonds that so long as any of the Series 2021 Bonds remain outstanding the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are made available for the purpose

of paying any principal of or interest on any of the Series 2021 Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The City covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 12. Filing with County Clerk. Promptly, after this Ordinance becomes effective and upon execution of the Bond Order, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as set forth in the Bond Order ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the City for general corporate purposes of the City; and in each of those years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 13. Sale of Bonds; Bond Order; Official Statement. A. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell the Series 2021 Bonds to the Purchaser at not less than the Purchase Price, *provided, however,* that the following conditions shall also be met:

(1) The Purchaser shall be the winning bidder at public competitive sale of the Series 2021 Bonds.

(2) The Financial Advisors shall provide advice (in the form of written certificate or report) that the terms of the Series 2021 Bonds are fair and reasonable in light of current conditions in the market for obligations such as the Series 2021 Bonds.

(3) The Financial Advisors shall provide advice (in the form of written certificate or report) that the savings accomplished by the Refunding is not less than 5.0% of the par amount of the Refunded Bonds.

Nothing in this Section shall require the Designated Officers to sell the Series 2021 Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Designated Officers shall have the authority to sell the Series 2021 Bonds in any event so long as the limitations set forth in this Ordinance shall have been met. Incidental to any sale of the Series 2021 Bonds, the Designated Officers shall find and determine that no person responsible for sale of the Series 2021 Bonds and holding any office of the City either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the agreement with the Purchaser for the purchase of the Series 2021 Bonds.

B. Upon the sale of the Series 2021 Bonds, the Designated Officers and any other officers of the City as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Series 2021 Bonds as may be necessary, including, without limitation, a Bond Order, Official Statement, Bond Purchase Agreement, and closing documents; such certifications, tax returns, and documentation as may be required by Bond Counsel, including, specifically, a tax exemption certificate and agreement, to render their opinion(s) as to the tax-exempt status of the interest on the Series 2021 Bonds. The Preliminary Official Statement relating to the Series 2021 Bonds, such document to be in substantially the form now on file with the City Clerk and available to the Mayor and Aldermen and to members of the interested public, is hereby in all respects authorized and approved; and

the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Series 2021 Bonds) is also hereby authorized and approved. The Designated Officers are (or any of them is) hereby authorized to execute the Bond Purchase Agreement and the Official Statement, their (his or her) execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of the Series 2021 Bonds, the Designated Officers so acting shall prepare the Bond Order, such document to be in substantially the form as set forth as *Exhibit A* attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of taxes to pay the Series 2021 Bonds, and such shall in due course be entered into the records of the City and made available to the Corporate Authorities. *The authority to sell the Series 2021 Bonds pursuant to the Bond Order as herein provided shall expire on December 31, 2021.*

Section 14. Continuing Disclosure Undertaking. The Mayor or any of the Designated Officers is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the City as *Exhibit B* to this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City, and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any

Series 2021 Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 15. Creation of Funds and Appropriations. A. There is hereby created the *"Series 2021 Bonds Debt Service Account"* (the *"Bond Fund"*), which shall be the fund for the payment of principal of and interest on the Series 2021 Bonds. Accrued interest, if any, received upon delivery of the Series 2021 Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Series 2021 Bonds.

B. The Ad Valorem Property Taxes for the Series 2021 Bonds shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Series 2021 Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Series 2021 Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in said Bond Fund for payment of the principal of or interest on the Series 2021 Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Series 2021 Bonds, all present and future proceeds of the Ad Valorem Property Taxes for the sole benefit of the registered owners of the Series 2021 Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Series 2021 Bonds shall be used to pay costs of issuance of the Series 2021 Bonds and shall be deposited into a separate fund, hereby created, designated the *"Series 2021 Expense Fund."* Any disbursements from said fund shall be made from time to time as necessary. Any excess in the Series 2021 Expense Fund shall

be deposited into the Capital Improvement Project Fund hereinabove created after six months from the date of issuance of the Series 2021 Bonds.

D. The remaining proceeds of the CIP Bonds shall be set aside in a separate fund, hereby created, and designated as the *"Series 2021 Capital Improvement Project Fund"* (the *"Capital Improvement Project Fund"*), and be used to pay costs of the Capital Improvement Project, including costs of issuance of the Series 2021 Bonds which for any reason are not paid from the Series Expense Fund.

E. The remaining proceeds of the Refunding Bonds and such additional amounts as may be necessary from the general funds of the City, are hereby appropriated for the purpose of refunding the Refunded Bonds and are hereby ordered deposited in escrow pursuant to the Escrow Letter Agreement, in substantially the form attached hereto as *Exhibit C* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Letter Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds upon redemption thereof. The Corporate Authorities approve the form, terms and provisions of the Escrow Letter Agreement and direct the Mayor and City Clerk of the City to execute, attest and deliver the Escrow Letter Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase Government Securities (as defined in the Escfrow Letter Agreement), or held in cash or invested in Defeasance Obligations (as defined in Section 20 of this Ordinance), to provide for the principal and interest payable on the Refunded Bonds when redeemed. The Escrow Agent is hereby authorized to act as agent for the City in the purchase of the Government Securities. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the City by the Corporate Authorities does hereby make provision for the payment of and does hereby call (subject only to the delivery

of the Series 2021 Bonds) the Refunded Bonds for redemption on the redemption date, specified in and as provided by the terms of the Escrow Letter Agreement.

F. Alternatively, the Treasurer of the City may allocate proceeds of the Series 2021 Bonds otherwise designated for the Bond Fund, the Expense Fund or the Capital Improvement Project Fund to one or more related funds of the City already in existence; *provided, however*, that this shall not relieve the City officers of the duty to account for the proceeds as herein provided.

G. The Corporate Authorities reserve the right, as it becomes necessary from time to time, to revise the Capital Improvement Project, to change priorities, to revise cost allocations between projects and to substitute projects, in order to meet current needs of the City; *subject, however,* to the various covenants set forth in this Ordinance and in related certificates given in connection with delivery of the Series 2021 Bonds and also subject to the obtaining of the opinion of Bond Counsel or of some other attorney or firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace of governmental tax-exempt obligations (*"Other Bond Counsel"*) that such changes or substitutions are proper under the Act and do not adversely affect the tax-exempt status of the Series 2021 Bonds.

Section 16. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Series 2021 Bonds) if taking, permitting, or omitting to take such action would cause any of the Series 2021 Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Series 2021 Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Series 2021

Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17. Reimbursement. With respect to expenditures for the Capital Improvement Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Series 2021 Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Series 2021 Bonds to reimburse said expenditures.

Section 18. Municipal Bond Insurance. In the event the payment of principal of and interest on the Series 2021 Bonds is insured pursuant to a municipal bond insurance policy (a *"Municipal Bond Insurance Policy"*) issued by a bond insurer (a *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Series 2021 Bonds, subrogation of the rights of the Series 2021 Bondholders to the Bond Insurer when holding such Series 2021 Bonds, amendment hereof, or other terms, as

approved by any of the City officers on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 19. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the City is authorized to execute a mutually agreeable form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Series 2021 Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Series 2021 Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the City at least annually a certificate with respect to Series 2021 Bonds cancelled and/or destroyed; and (e) to furnish the City at least annually an audit confirmation of Series 2021 Bonds paid, Bonds outstanding, and payments made with respect to interest on the Series 2021 Bonds. The City covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The City shall at all times retain a Bond Registrar with respect to the Series 2021 Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Series 2021 Bonds may be presented for payment, registration, transfer, or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any

Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Series 2021 Bond so authenticated but with respect to all the Series 2021 Bonds. Any Bond Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Series 2021 Bonds.

(C) The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in any reasonable manner as the City shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association, and having capital and surplus and undivided profits in excess of $50,000,000. The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 20. Defeasance. Any Series 2021 Bond or Series 2021 Bonds (a) which are paid and cancelled; (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon; or (c) (i) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Series 2021 Bond or Series 2021 Bonds when due at maturity, pursuant to an

irrevocable escrow or trust agreement, (ii) accompanied by an opinion of Bond Counsel or Other Bond Counsel as to compliance with the covenants with respect to such Series 2021 Bonds, and (iii) accompanied by an express declaration of defeasance by the Corporate Authorities; shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Series 2021 Bonds as set forth herein as such relates to lien and security of the outstanding Series 2021 Bonds. All covenants relative to the tax-exempt status of the Series 2021 Bonds; and payment, registration, transfer, and exchange; are expressly continued for all affected Series 2021 Bonds whether outstanding Series 2021 Bonds or not. For purposes of this Section, *"Defeasance Obligations"* means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (*"Directs"*), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 21. Prior Bonds and Taxes. The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Series 2021 Bonds as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement. Such taxes as previously levied which are either on hand or cannot be abated (already in the process of extension or collection) shall be used for lawful purposes of the City, including the payment of debt service on the Series 2021 Bonds, so as to reduce the need for the levy of taxes for the Series 2021 Bonds.

Section 22. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 8th day of October, 2012, the Corporate Authorities adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and

expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Corporate Authorities and the City hereby reaffirm the Policy.

Section 23. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 24. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 25. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: This 26th day of July, 2021.

AYES: _____

_____

_____

NAYS: _____

ABSENT: _____

WITNESS AND APPROVED: July 26, 2021

_____
Mayor, City of Evanston
Cook County, Illinois

Published in pamphlet form by authority of the Corporate Authorities on _____ __, 2021.

ATTEST:

_____
City Clerk, City of Evanston
Cook County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of Evanston, Cook County, Illinois (the *"City"*), and as such official I assist in the keeping of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the *"Corporate Authorities"*) of the City.

I do further certify that on the 26th day of July, 2021, there was published in pamphlet form, by authority of the City Council, a true, correct, and complete copy of Ordinance Number 80-O-21 of the City entitled:

> AN ORDINANCE providing for the issuance of not to exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois, to finance capital improvements and refund certain outstanding bonds of said City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at the office of City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature this 26th day of July, 2021.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2021 there was filed in my office a properly certified copy of Ordinance Number 80-O-21, duly adopted by the City Council of the City of Evanston, Cook County, Illinois, on the 26th day of July, 2021 and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois, to finance capital improvements and refund certain outstanding bonds of said City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

and approved by the Mayor of said City, and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of _____, 2021.

_____
County Clerk of The County of Cook, Illinois

[SEAL]

New Issue
Date of Sale: Monday, August 9, 2021
Between 10:45 and 11:00 A.M., C.D.T.
(Open Speer Auction)

Investment Rating:
S&P Global Ratings …
(Rating Requested)

Official Statement – DRAFT – 7/6/2021

*Subject to compliance by the City with certain covenants, in the opinion of Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel"), under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Bonds is not exempt from present State of Illinois income taxes. See "**TAX EXEMPTION**" herein for a more complete discussion.*

$14,270,000*
CITY OF EVANSTON
Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2021

Dated Date of Delivery **Book-Entry** **Due Serially December 1, 2022-2041**

The $14,270,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds") are being issued by the City of Evanston, Cook County, Illinois (the "City"). Interest is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2022. Interest is calculated based on a 360-day year of twelve 30-day months. The Bonds will be issued using a book-entry system. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature on December 1 in the following years and amounts.

AMOUNTS*, MATURITIES, INTEREST RATES, YIELDS OR PRICES AND CUSIP NUMBERS[1]

Principal Amount*	Due Dec. 1	Interest Rate	Price or Yield	CUSIP Number[1]	Principal Amount*	Due Dec. 1	Interest Rate	Price or Yield	CUSIP Number[1]
$ 615,000	2022	____%	____%	_____	$990,000	2032	____%	____%	_____
770,000	2023	____%	____%	_____	435,000	2033	____%	____%	_____
1,075,000	2024	____%	____%	_____	450,000	2034	____%	____%	_____
1,110,000	2025	____%	____%	_____	460,000	2035	____%	____%	_____
800,000	2026	____%	____%	_____	475,000	2036	____%	____%	_____
830,000	2027	____%	____%	_____	490,000	2037	____%	____%	_____
865,000	2028	____%	____%	_____	505,000	2038	____%	____%	_____
895,000	2029	____%	____%	_____	520,000	2039	____%	____%	_____
935,000	2030	____%	____%	_____	535,000	2040	____%	____%	_____
965,000	2031	____%	____%	_____	550,000	2041	____%	____%	_____

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

OPTIONAL REDEMPTION

Bonds due December 1, 2022-2030, inclusive, are not subject to optional redemption. Bonds due December 1, 2031-2041, inclusive, are callable in whole or in part on any date on or after December 1, 2030, at a price of par and accrued interest. If less than all such Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the City and within any maturity by lot. See **"OPTIONAL REDEMPTION"** herein.

PURPOSE, LEGALITY AND SECURITY

Bond proceeds will be used to (i) finance capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted by the City Council; (ii) refund certain maturities of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2012A; and (iii) pay the costs of issuing the Bonds. See **"THE PROJECT"** and **"THE REFUNDING"** herein.

In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property of the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

The Bonds are offered at a public sale, subject to the approval of legality by Bond Counsel. Delivery of the Bonds through the facilities of DTC will be on or about September 2, 2021.

This Official Statement is dated July ___, 2021, and has been prepared under the authority of the City. An electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Official Statement Sales Calendar". Additional copies may be obtained from Mr. Hitesh D. Desai, CPA, Chief Financial Officer/Treasurer, City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, or from the Municipal Advisors, Speer Financial, Inc., Chicago, Illinois, and Sycamore Advisors, LLC, Chicago, Illinois, to the City:

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS • ESTABLISHED 1954

SYCAMORE ADVISORS LLC

**Subject to change.*

(1)CUSIP numbers appearing in this Official Statement have been provided by the CUSIP Service Bureau, which is managed on behalf of the American Bankers Association by S&P Global Ratings. The City is not responsible for the selection of CUSIP numbers and makes no representation as to their correctness on the Bonds or as set forth on the cover of this Official Statement.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City from time to time (collectively, the "Official Statement"), may be treated as an Official Statement with respect to the Bonds described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the City.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law or deemed appropriate by the City, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. Any such addendum or addenda shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled "Final Official Statement" rather than through supplementing the Official Statement by an addendum or addenda.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations with respect to the Bonds other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the City and, while believed to be reliable, is not guaranteed as to completeness. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE RESPECTIVE DATES THEREOF.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement, they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

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OFFICIAL BID FORM
OFFICIAL NOTICE OF SALE

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, including the Official Notice of Sale and the Official Bid Form, which is provided for the convenience of potential investors and which should be reviewed in its entirety by potential investors.

Issuer:	City of Evanston, Cook County, Illinois.
Issue:	$14,270,000* General Obligation Corporate Purpose Bonds, Series 2021.
Dated Date:	Date of delivery, expected to be on or about September 2, 2021.
Interest Due:	Each June 1 and December 1, commencing June 1, 2022.
Principal Due:	Each December 1, commencing December 1, 2022, through December 1, 2041, as detailed on the front page of this Official Statement.
Optional Redemption:	Bonds maturing on or after December 1, 2031, are callable at the option of the City on any date on or after December 1, 2030, at a price of par plus accrued interest. See **"OPTIONAL REDEMPTION"** herein.
Authorization:	The Bonds are authorized pursuant to and in accordance with the home-rule powers of the City under Section 6, Article VII of the 1970 Constitution of the State of Illinois, and a bond ordinance adopted by the City Council of the City (the "City Council") on July 26, 2021 (as supplemented by the bond order authorized therein and executed in connection with the sale of the Bonds, the "Bond Ordinance").
Security:	The Bonds are valid and legally binding obligations of the City payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount.
Credit Rating:	A credit rating for the Bonds has been requested from S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, New York, New York ("S&P").
Purpose:	The Bond proceeds will be used to (i) finance capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted by the City Council; (ii) refund certain maturities of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2012A; and (iii) pay the costs of issuing the Bonds. See **"THE PROJECT"** and **"THE REFUNDING"** herein.
Tax Exemption:	Chapman and Cutler LLP, Chicago, Illinois, will provide an opinion as to the federal tax exemption of the interest on the Bonds as discussed under **"TAX EXEMPTION"** in this Official Statement. Interest on the Bonds is not exempt from present State of Illinois income taxes.
Bank Qualification:	The Bonds **are not** "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
Bond Registrar/Paying Agent/ Escrow Agent:	Zions Bancorporation, National Association, Chicago, Illinois.
Delivery:	The Bonds are expected to be delivered on or about September 2, 2021.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. See **APPENDIX B** herein.
Denomination:	$5,000 or integral multiples thereof.
Municipal Advisors:	Speer Financial, Inc., Chicago, Illinois, and Sycamore Advisors LLC, Chicago, Illinois.

**Subject to change.*

CITY OF EVANSTON
Cook County, Illinois

Daniel Biss
Mayor

Council Members

Clare Kelly *(1st Ward)*	Jonathan Nieuwsma *(4th Ward)*	Eleanor Revelle *(7th Ward)*
Peter Braithwaite *(2nd Ward)*	Bobby Burns *(5th Ward)*	Devon Reid *(8th Ward)*
Melissa A. Wynne *(3rd Ward)*	Thomas M. Suffredin *(6th Ward)*	Cicely L. Fleming *(9th Ward)*

Officials

Stephanie Mendoza *City Clerk*	Erika Storlie *City Manager*	Hitesh Desai *Chief Financial Officer/Treasurer*

Nicholas Cummings, Esq.
Corporation Counsel

INTRODUCTION

The purpose of this Official Statement is to set forth certain information concerning the City of Evanston, Cook County, Illinois (the "City"), in connection with the offering and sale of its $14,270,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds").

This Official Statement contains "forward-looking statements" that are based upon the City's current expectations and its projections about future events. When used in this Official Statement, the words "project," "estimate," "intend," "expect," "scheduled," "pro-forma" and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the City. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Neither the City nor any other party plans to issue any updates or revisions to these forward-looking statements based on future events.

**Subject to change.*

AUTHORIZATION, PURPOSE AND SECURITY

The Bonds are being issued pursuant to the home rule powers of the City under Section 6, Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution") and an ordinance adopted by the City Council of the City (the "City Council") on the 26th day of July, 2021 (as supplemented by the bond order authorized therein and executed in connection with the sale of the Bonds, the "Bond Ordinance").

Bond proceeds will be used to (i) finance capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted by the City Council (the "Project"); (ii) refund certain maturities of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2012A; and (iii) pay the costs of issuing the Bonds.

The Bonds constitute valid and legally binding full faith and credit general obligations of the City, and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount. The Bond Ordinance provides for the levy of ad valorem taxes, unlimited as to rate or amount, upon all taxable property within the City (the "Ad Valorem Property Taxes") in amounts sufficient to pay, as and when due, all principal of and interest on the Bonds. The Bond Ordinance will be filed with the County Clerk (the "County Clerk") of The County of Cook (the "County") and will serve as authorization to the County Clerk to extend and collect the property taxes to pay the Bonds, as set forth in the Bond Ordinance.

Pursuant to the Bond Ordinance, the City may, before the deadline for the filing of an abatement of the Ad Valorem Property Taxes levied by the City for any year, by proper proceedings abate all or a portion of the Ad Valorem Property Taxes levied by the Bond Ordinance for that year to the extent that it finds that sufficient funds of the City have been deposited into the respective funds for the payment of principal of and interest on the Bonds during the period otherwise provided for from that levy.

It has been the City's practice to use a variety of revenue sources for repayment of its general obligation bonds in addition to its Ad Valorem Property Taxes. These alternative sources include sales taxes, water and sewer service charges, special assessments, parking revenues, Tax Increment Financing ("TIF"), and/or taxes levied for special service areas in the City to make payments on its general obligation indebtedness. Although these revenue sources are not pledged to the payment of, and do not secure, the Bonds, the City expects to use certain of these sources to pay debt service on the Bonds, permitting the abatement each year of a portion of the Ad Valorem Property Taxes levied in the Bond Ordinance.

SOURCES AND USES

The sources and uses of funds resulting from the Bonds are shown below:

SOURCES:	
Principal Amount	$_____
Original Issue Premium	_____
Total Sources	$_____
USES:	
Deposit to Project Fund	$_____
Deposit to Escrow Account	_____
Costs of Issuance(1)	_____
Total Uses	$_____

Note: (1) Includes underwriter's discount and other issuance costs.

RISK FACTORS

The purchase of the Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Bonds should make an independent evaluation of the entirety of the information presented in this Official Statement and its appendices in order to make an informed investment decision. Certain of the investment risks are described below. The following statements, however, should not be considered a complete description of all risks to be considered in the decision to purchase the Bonds, nor should the order of the presentation of such risks be construed to reflect the relative importance of the various risks. There can be no assurance that other risk factors are not material or will not become material in the future.

Construction Risks

There are potential risks that could affect the ability of the City to timely complete the Project. While preliminary costs have been projected by the City's consulting architects, not all of the construction contracts have been let by the City. No assurance can be given that the cost of completing the Project will not exceed available funds. Completion of the Project involves many risks common to construction projects such as shortages or delays in the availability of materials and labor, work stoppages, labor disputes, contractual disputes with contractors or suppliers, weather interferences, construction accidents, delays in obtaining legal approvals, unforeseen engineering, archeological or environmental problems and unanticipated cost increases, any of which could give rise to significant delays or cost overruns.

Finances of the State of Illinois

The State of Illinois (the "State") has experienced adverse fiscal conditions resulting in significant shortfalls between the State's general fund revenues and spending demands. The State's long-term general obligation bonds are rated at the lowest investment grade rating level and are the lowest bond ratings among the states.

The State failed to enact a full budget for the State fiscal years ending June 30, 2016, and June 30, 2017, which had a significant, negative impact on the State's finances, although certain spending occurred through statutory transfers, statutory continuing appropriations, court orders and consent decrees, including spending for elementary and secondary education. The State enacted full budgets for the State fiscal years ending June 30, 2018 (the "Fiscal Year 2018 Budget"), June 30, 2019 (the "Fiscal Year 2019 Budget"), June 30, 2020 (the "Fiscal Year 2020 Budget") and June 30, 2021 (the "Fiscal Year 2021 Budget").

Under current law, the State shares a portion of sales tax, income tax and motor fuel tax revenue with municipalities, including the City. The State's general fiscal condition and the underfunding of the State's pension systems have materially adversely affected the State's financial condition and may result in decreased or delayed revenues allocated to the City. In addition, the Fiscal Year 2018 Budget, the Fiscal Year 2019 Budget and the Fiscal Year 2020 Budget contained a provision reducing the amount of income tax revenue to be deposited into the Local Government Distributive Fund for distribution to municipalities, like the City, by 10% for State Fiscal Year 2018 and by 5% for State Fiscal Year 2019 and State Fiscal Year 2020. The Fiscal Year 2021 Budget did not include any such reduction. The Fiscal Year 2018 Budget, the Fiscal Year 2019 Budget, the Fiscal Year 2020 Budget and the Fiscal Year 2021 Budget also include a service fee for collection and processing of local-imposed sales taxes. Such fee was 2% of such sales taxes for State Fiscal Year 2018 and was reduced to 1.5% of such sales taxes for State Fiscal Year 2019, State Fiscal Year 2020 and State Fiscal Year 2021. The Fiscal Year 2021 Budget was predicated on, among other things, on Illinois voters approving a referendum to change in the State income tax from a flat to a progressive income tax. The referendum was not approved by Illinois voters in the November 3, 2020 election. The effect on State aid to municipalities due to the failure to pass the progressive income tax is unknown at this time. The City cannot determine at this time the financial impact of these provisions on its overall financial condition, but such provisions may result in lower income tax revenues and sales tax revenues distributed to the City.

The City can give no assurance that there will not be additional changes in applicable law modifying the manner in which local revenue sharing is allocated by the State, nor can the City predict the effect the State's financial problems, including those caused by the continued spread of the Novel Coronavirus 2019 ("COVID-19") or the various governmental or private actions in reaction thereto, may have on the City's future finances. Despite moneys the State has received and is expected to receive from the federal government, the spread of COVID-19 and the actions taken in response thereto have had, and are expected to continue to have, a significant impact on the State's economy. See **"Potential Impact of COVID-19"** below.

Potential Impact of COVID-19

The COVID-19 pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global economies, including economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy is expected to be broad based and to negatively impact national, state and local economies.

In response to such expectations, former President Trump declared a "national emergency" and designated the State as part of a national disaster area, which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. Federal legislation, particularly (i) the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), signed into law on March 27, 2020, and (ii) the federal American Rescue Plan Act of 2021, which was signed into law on March 12, 2021 (the "American Rescue Plan" and, together with the Supplemental CARES Act, the "Federal COVID-19 Legislation"), are each directed at mitigating the economic downturn and health care crisis caused by COVID-19. The CARES Act allocates approximately $4.9 billion to the State for expenditures incurred due to the public health emergency with respect to COVID-19, split between the State ($2.7 billion) and local governments (the City of Chicago and Illinois counties with populations that exceed 500,000) ($2.2 billion). The American Rescue Plan (the "ARP Act") provides additional federal money for states and local governments to combat COVID-19 pandemic including, but not limited to, funds to replace revenues lost as a result of the pandemic. The City is expected to receive $_____ of American Rescue Plan funds.

In addition to the federal COVID-19 response, Governor Pritzker (the "Governor") signed various executive orders (each with 30-day periods of effectiveness which have been extended several times) to prevent the further spread of COVID-19 that have called for social distancing and masking and imposed restrictions on personal mobility, business operations, and congregate activities. The Governor implemented a five-phase approach to reopening the State's businesses (the "Reopening Plan"), with each successive phase easing certain of the restrictions previously imposed by such prior executive orders. The State is currently in the fourth phase of this reopening plan. In addition, the Governor's reopening plan divides the State into regions, which allows for public health restrictions and mitigations to be lifted or imposed, as necessary on a region-by-region basis depending on factors such as COVID-19 test positivity rates, hospital admissions and capacity. Under the Governor's current executive orders, most businesses are open, but some businesses, such as bars and restaurants, have restrictions on the number of indoor patrons they can serve.

The development and deployment of three COVID-19 vaccines nationwide is expected to allow for a more rapid reopening and recovery of the economy, including the State. The State has opened vaccination sites around the State.

On May 14, 2021, the State moved to a new phase of the Reopening Plan. Referred to as the "Bridge to Phase 5", this phase allows for higher capacity limits and increased business operations and is the final step in the Reopening Plan before a full reopening of the State in Phase 5. Under the Reopening Plan, the State could move to Phase 5 once 50% of residents 16 and older have received their first dose of a COVID-19 vaccine and COVID-19 metrics (such as hospital admissions, intensive-care-unit bed availability and mortality rates) do not show increasing trends. All regions of the State will move together through the final phases of the Reopening Plan.

The City cannot predict the effect the spread of COVID-19 or the various governmental or private actions in reaction thereto will have on its finances or operations, including receipt of sales, income and utility tax revenues and real estate tax collections. If there is a negative impact on the receipt of such revenues and/or extension and collection of real estate taxes, the City may have difficulty paying debt service on the Bonds.

Future Pension Plan Funding Requirements [TO BE UPDATED]

The City participates in the Police Pension Plan and the Firefighters' Pension Plan, both as hereinafter defined. Under the Illinois Pension Code, as amended (the "Pension Code"), the City is required to contribute to each plan in order to achieve a Funded Ratio of 90% by 2040. The City is contributing higher than the state minimum mandated by using 90% of 2040 on level dollar method. The most recent actuarial valuation report available for each plan is dated January 1, 2018, and includes contributions attributed to the fiscal year ending December 31, 2019.[(2)]

For the Firefighter's Pension Fund, the recommended contribution for fiscal year 2019 was $9,670,806, with 9.5% coming from member payroll contributions and 85.8% contributed by the City for a combined contribution of 95.3% of payroll. This is a decrease from the prior year's contribution, in part due to an investment return of 6.36%, exceeding the 6.25% plan assumption. The total number of participants are 243, with 104 actives and the balance retirees or beneficiaries. Total payroll is $10.15 million. The actuarial value of assets is $78.28 million, with total actuarial accrued liabilities of $173.98 million, resulting in a $95.70 million unfunded liability (UAAL). The funded status of the plan is 45.0%.

For the Police Pension Fund, the recommended contribution for fiscal year 2019 was $12,701,183, with 9.9% coming from member payroll contributions and 71.4% contributed by the City, for a combined contribution rate of 81.3% of payroll. This is a dollar increase from the prior year's contribution, due to lower than expected mortality rates and higher disability experience versus the plan assumption. Assets earned 8.22%, exceeding the 6.25% return assumption. The total number of participants are 362, with 163 actives and the balance retirees or beneficiaries. Total payroll is $15.61 million. The actuarial value of assets is $115.89 million, with total actuarial accrued liabilities of $237.63 million, resulting in a $125.73 million unfunded liability (UAAL). The funded status of the plan is 48.8%.

In order to achieve the 90% Funded Ratio for both plans by 2040, it is expected that the annual employer contributions required by the City will increase over time. The City also participates in the Illinois Municipal Retirement Plan (the "IMRF Plan"), which is a defined benefit pension plan administered by the Illinois Municipal Retirement Fund ("IMRF"); employer contributions are projected by the IMRF to increase over time. Increasing annual required employer contributions for the City could have a material adverse effect on the finances of the City.

[(2)] *Source: Reports prepared by Foster & Foster, accessed from the City of Evanston website on May 20, 2020.*

The Pension Code allows the State Comptroller, after proper procedures have taken place, to divert State payments intended for the City to the Police Pension Plan and the Firefighters' Pension Plan to satisfy contribution shortfalls by the City. If the City does not make 100% of its annual required contributions to the Police Pension Plan and Firefighters' Pension Plan, the City may have revenues withheld by the State Comptroller. Such withholdings by the State Comptroller could adversely affect the City's financial health and operations. See **"PENSION AND RETIREMENT OBLIGATIONS"** and "**OTHER POSTEMPLOYMENT BENEFITS"** herein for a more complete discussion.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the City. Despite the implementation of network security measures by the City, its information technology and infrastructure may be vulnerable to deliberate attacks by hackers, malware, ransomware or computer virus, or may otherwise be breached due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and the information stored thereon could be disrupted, accessed, publicly disclosed, lost or stolen. Although the City does not believe that its information technology systems are at a materially greater risk of cybersecurity attacks than other similarly situated governmental entities, any such disruption, access, disclosure or other loss of information could have an adverse effect on the City's operations and financial health. Further, as cybersecurity threats continue to evolve, the City may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks.

Local Economy

The financial health of the City is in part dependent on the strength of the local economy. Many factors affect the local economy, including rates of employment and economic growth and the level of residential and commercial development. It is not possible to predict to what extent any changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur and what impact such changes would have on the finances of the City.

Loss or Change of Bond Rating

The Bonds have received a credit rating from S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, New York, New York ("S&P). The rating can be changed or withdrawn at any time for reasons both under and outside the City's control. Any change, withdrawal or combination thereof could adversely affect the ability of investors to sell the Bonds or may affect the price at which they can be sold.

Secondary Market for the Bonds

No assurance can be given that a secondary market will develop for the purchase and sale of the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. The hereinafter-defined Underwriter is not obligated to engage in secondary market trading or to repurchase any of the Bonds at the request of the owners thereof.

Prices of the Bonds as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Bonds. Such market value could be substantially different from the original purchase price.

Continuing Disclosure

A failure by the City to comply with the Continuing Disclosure Undertaking (the "Undertaking") for continuing disclosure (see **"CONTINUING DISCLOSURE"** and **"THE UNDERTAKING"** herein) will not constitute an event of default on the Bonds. Any such failure must be reported in accordance with Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Suitability of Investment

The interest rates borne by the Bonds are intended to compensate the investor for assuming the risk of investing in the Bonds. Furthermore, the tax-exempt feature of the Bonds is currently more valuable to high tax bracket investors than to investors that are in low tax brackets. As such, the value of the interest compensation to any particular investor will vary with individual tax rates and circumstances. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Future Changes in Laws

Various state and federal laws, regulations and constitutional provisions apply to the City and to the Bonds. The City can give no assurance that there will not be a change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the City, or the taxing authority of the City. For example, many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by state government. Future actions of the State may affect the overall financial conditions of the City, the taxable value of property within the City, and the ability of the City to levy property taxes or collect revenues for its ongoing operations.

Factors Relating to Tax Exemption

As discussed under **"TAX EXEMPTION"** herein, interest on the Bonds could become includible in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Bond Ordinance. Should such an event of taxability occur, the Bonds are not subject to any special redemption.

There are or may be pending in the Congress of the United States ("Congress") legislative proposals relating to the federal tax treatment of interest on the Bonds, including some that carry retroactive effective dates, that, if enacted, could affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to Bonds issued prior to enactment. Finally, reduction or elimination of the tax-exempt status of obligations such as the Bonds could have an adverse effect on the City's ability to access the capital markets to finance future capital or operational needs by reducing market demand for such obligations or materially increasing borrowing costs of the City.

The tax-exempt bond office of the Internal Revenue Service (the "Service") is conducting audits of tax-exempt bonds, both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Bondholders may have no right to participate in such proceeding. The commencement of an audit with respect to any tax-exempt obligations of the City could adversely affect the market value and liquidity of the Bonds, regardless of the ultimate outcome.

Bankruptcy

The rights and remedies of the Bondholders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local governments. The opinion of Bond Counsel (as defined herein) to be delivered with respect to the Bonds will be similarly qualified.

Climate Change Risk

There are potential risks to the State, the City and their respective financial condition that are associated with changes to the climate over time and with increases in the frequency, timing and severity of extreme weather events, causing or increasing the severity of flooding and other natural disasters. The City cannot predict how or when various climate change risks may occur, nor can it quantify the impact on the State or the City, its population or its financial condition. Over time, the costs could be significant and could have a material adverse effect on the City's finances.

THE CITY

General Information

In 1863, the Village of Evanston was incorporated as a town, and, after several annexations, the town became a city in 1892. The City's southern boundary was established with the City of Chicago and the present City limits, encompassing an area of approximately 8.0 square miles, have been essentially the same ever since. The City has four miles of shoreline along Lake Michigan immediately north of Chicago, Illinois.

The City has a population of 74,587 as of the U.S. Census Bureau's 2015-2019 American Community Survey ("ACS") 5-year estimate. The City includes neighborhoods and parks and a major revitalized central business area of shops, restaurants, theaters, offices and corporate headquarters, neighborhood shopping areas, hospitals and universities.

The City consists of many communities, perspectives, and qualities: it is a suburb, an urban center, a college town, and lakefront community; it has leafy neighborhoods and lakefront mansions; apartment, condominium, and student housing; its residents are commuters and locally employed workers; the downtown is prospering, but neighborhood commercial centers are also strong and developing. It is a part of the Chicagoland economy and has a vigorous commercial and professional economy of its own. Its population is diverse by race, religion, age, education, economics, and occupation. With approximately 9,500 people per square mile, The City has double the population density of the average North and Northwest suburb, and approximately half the density of the City of Chicago. The City has over 260 acres in 75 parks and five beaches.

The City is contiguous with the City of Chicago, and approximately 13 miles by rapid transit, commuter rail, expressway, or parkway from downtown Chicago. It borders the north shore communities of Skokie and Wilmette.

Northwestern University

The City is the home of Northwestern University, with about 16,000 students and 5,200 employees at its Evanston campus, so named as it was established to serve the Northwest Territory. Northwestern University first platted the village which surrounded it. The State legislature named the village "Evanston" in honor of Dr. John Evans, the president of Northwestern University's Board.

Northwestern University is one of the finest private comprehensive universities in the country. The university's programs are highly ranked nationally and internationally and have exceptional demand and student quality. Northwestern University not only infuses the City with a certain vitality, but also affects both City revenues and many demographic profiles of the City. A significant number of the students are included in census counts, which tends to cause understated demographic statistics such as the City's per capita income, wealth per capita, assessed value per capita, etc. On the other hand, it increases revenue sharing and other grants based on population.

Government

The City is a home-rule unit of government under the Illinois Constitution and, as such, has no general obligation debt limit, nor is it required to seek referendum approval for the issuance of general obligation indebtedness. However, pursuant to the City's budget policy adopted by the City Council on December 18, 2000, as amended by Resolution No. 42-R-18 adopted by the City Council on June 25, 2018, and as further amended by Resolution No. 44-R-19 adopted by the City Council on April 22, 2019, the City has instituted a self-imposed limit of $155,000,000 in aggregate principal amount of general obligation debt which is expected and intended to be paid from a general real property tax levy. The City has a Council/Manager form of government with an elected Mayor. The Mayor is elected for a four-year term. The Aldermen each represent one of nine wards and are elected to terms of four years. The City Council is organized into standing committees: Administration and Public Works, Human Services, Planning and Development, and Rules. The City Council has also established several special committees and commissions and advisory boards.

The City Manager is the Chief Administrative Officer of the City and is responsible for the management of all City operations under the direction of the Mayor and City Council. The City Manager appoints and supervises the directors of the City's ten departments. The Chief Financial Officer is responsible for the central financial functions of the City.

The City provides a broad range of municipal services, including police and fire protection, streets and parking, water and sewer service, public libraries, social services, health and services for the aging, beaches, parks, and cultural events. A small portion of the City is located in the Skokie Park District. The City is engaged in assisting in community and economic development and maintains land use controls.

Public schools are provided by Evanston/Skokie School District 65 and Evanston Township High School District 202. Wastewater treatment is provided by the Metropolitan Water Reclamation District.

Administration

Erika Storlie, Interim City Manager. Ms. Storlie has been the Interim City Manager since September 2019. The City Manager is the administrative head of the municipal government and is responsible for the efficient administration of all City departments. The departments are as follows: Administrative Services, Community and Economic Development, Fire, Health, Law, Library, Parks, Recreation and Community Services, Police, Public Works and Utilities. Before starting as Interim City Manager, Ms. Storlie had been working as an Assistant City Manager with the City.

Hitesh Desai, Chief Financial Officer/Treasurer. Mr. Desai is the Chief Financial Officer/Treasurer and oversees and administers all the City's financial functions, in conjunction with the City Manager. Prior to working for the City, Mr. Desai was the Finance Director of the Village of Carpentersville, Illinois. Mr. Desai has previously served the City as Accounting Manager and Senior Accountant.

Development Activity and City Layout

Unlike most suburban communities, City residents and visitors have the option to patronize six neighborhood commercial districts, most of which historically formed around transit hubs including downtown, Central Street, Noyes Street, Chicago and Dempster, Main and Chicago, and Howard and Chicago. These districts are characterized by independent retailers, restaurants and small office businesses. Downtown Evanston features a mix of national and independent retailers, corporate headquarter offices, medical, and entertainment uses. Adjacent to downtown is Northwestern University.

Evanston Center and Oakton Street Center, on the southwest side of the City, are commercial centers initiated by developers and include a large number of national retailers. Evanston Plaza shopping center anchors Dempster and Dodge at the center of the City. These shopping centers have anchor and supportive retail stores developed on former vacant industrial sites.

Commercial development has been a priority of City government dating back to the 1980 adopted "Plan for Downtown Evanston/City Comprehensive Plan". The City has encouraged and supported private developments throughout the city including the implementation of TIF districts on Howard Street, Main Street, West Evanston, and downtown Evanston. In addition, the City supported the creation of Special Service Area districts on Central Street, downtown, and Main/Dempster Streets.

These public finance tools along with supportive economic development grant and loan programs have resulted in:

- enhanced public transportation through the interconnection of bus, Metra rail and the Chicago Transit Authority (the "CTA") hubs;
- public art including streetscape and sidewalk amenities; and
- New residential development adjacent to transit stations including Avador, Albion, The Main, Centrum Evanston, E2, 828 Noyes, and The Link.

The result is a vibrant community with a 2019 total equalized assessed value ("EAV") of $3.43 billion having grown from $1.30 billion in 1999.

Labor Relations

The City's four collective bargaining contracts cover the majority of the City's 810 (2020 budget full-time equivalent) employees and include: Police – Fraternal Order of Police (FOP) (expires on December 31, 2022); Firefighters - Local 742 of the International Association of Firefighters (IAFF) (expires on December 31, 2022); Police Sergeants - FOP (expires on December 31, 2022); other labor and general office positions including Public Works, Utilities, Parks/Recreation, Health, Library and Community Development - American Federation of State County and contracts in place through December 31, 2022.

The City has not experienced any work stoppage due to labor difficulties for the last 30 years.

Transportation

The City has excellent public transportation. It is served by a rapid transit rail line operated by CTA, with eight stations in the City. This is part of the CTA's metropolitan rapid transit system. Commuter rail service provided by Metra, a Division of the Regional Transportation Authority ("RTA"), serves three stops in the City. Four local bus routes operated by the CTA connect all of the City's neighborhoods with its downtown area. Five bus routes operated by PACE, a suburban bus division of the RTA, connect the City with north and northwestern suburbs.

SOCIOECONOMIC INFORMATION

The following statistics pertain principally to the City. Additional comparisons are made with the County and the State.

Employment

The City's population is essentially stable, having been near 70,000 since 1950.

City Population Trends*(1)*

	The City		The County		The State	
Year	Population	Percentage Change	Population	Percentage Change	Population	Percentage Change
1950 Census.....	73,641	N/A	4,508,792	N/A	8,712,176	N/A
1960 Census.....	79,283	7.66%	5,129,725	13.77%	10,081,158	15.71%
1970 Census.....	80,113	1.05%	5,492,369	7.07%	11,110,285	10.21%
1980 Census.....	73,706	(8.00%)	5,253,655	(4.35%)	11,426,596	2.85%
1990 Census.....	73,233	(0.64%)	5,105,067	(2.83%)	11,430,602	0.04%
2000 Census.....	74,239	1.37%	5,376,741	5.32%	12,419,293	8.65%
2010 Census.....	74,486	0.33%	5,194,675	(3.39%)	12,830,632	3.31%

Note: (1) Source: U.S. Census Bureau.

Following are lists of large employers located in the City.

Major City Employers*(1)*
[TO BE UPDATED]

Name	Product/Service	Approximate Employment
Northshore University Health System	Healthcare	4,641
Northwestern University	Education	5,700
Evanston School District 65	Education	1,482
Presence Saint Francis Hospital	Hospital	1,200
City of Evanston	Municipality	792
School District 202	Education	615
Rotary International	Humanitarian Service	591
West Minister Pl., McGaw Care Center	Retirement Center	455
C. E. Neifhoff & Co.	Automotive Manufacturer	390
Whole Foods	Supermarket	328

Note: (1) Source: City Economic Development Division.

City residents also have substantial employment opportunities in surrounding communities, as well as throughout the Chicago metropolitan area. The following list shows selected large employers located in communities immediately surrounding the City.

Major Area Employers*(1)*

Location	Name	Product/Service	Approximate Employment
Northfield	Medline Industries, Inc.	Corporate Headquarters; Medical Equipment and Supplies	5,000
Skokie	Federal-Mogul Motorparts	Rubber Product Fabricators	1,300
Skokie	Skokie Hospital	General Hospital	1,200
Niles	Woodward, Inc.	Aerospace Components	1,000
Morton Grove	John Crane, Inc.	Corporate Headquarters; Mechanical Products	700
Morton Grove	Xylem	Pumps and Pumping Equipment	650
Skokie	Amazon.com, Inc.	Warehouse Fulfillment and Logistical Services	600
Northfield	College Of American Pathologists	College	600
Niles	Shure, Inc.	Corporate Headquarters; Microphones	600
Niles	The Bradford Exchange	Direct Marketing Services	550
Skokie	Georgia Nut Co., Inc.	Candy and Snacks	550
Niles	Specialty Print Communications	Corporate Headquarters; Commercial Printing	510
Skokie	Generation Brands, LLC	Corporate Headquarters; Lighting Fixtures	500
Skokie	The Village Of Skokie	Local Government	500

Note: (1) Source: 2021 Illinois Manufacturers Directory and 2021 Illinois Services Directory.

The following tables show employment by industry and by occupation for the City, the County, and the State as reported by the 2015-2019 ACS, the most current statistical information available.

Employment by Industry*(1)*

	The City		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	46	0.1%	4,425	0.2%	65,484	1.0%
Construction	905	2.5%	119,785	4.7%	333,807	5.3%
Manufacturing	2,061	5.7%	247,161	9.6%	749,476	12.0%
Wholesale Trade	672	1.9%	70,291	2.7%	187,923	3.0%
Retail Trade	2,702	7.5%	243,740	9.5%	663,163	10.6%
Transportation and Warehousing, and Utilities	1,003	2.8%	188,355	7.3%	409,516	6.6%
Information	1,042	2.9%	53,821	2.1%	113,822	1.8%
Finance and Insurance, and Real Estate and Rental and Leasing	2,707	7.5%	208,169	8.1%	453,306	7.3%
Professional, Scientific, and Management, and Administrative and Waste Management Services	6,374	17.7%	378,949	14.8%	743,209	11.9%
Educational Services and Health Care and Social Assistance	12,941	36.0%	586,136	22.8%	1,441,934	23.1%
Arts, Entertainment and Recreation and Accommodation and Food Services	2,899	8.1%	248,616	9.7%	566,907	9.1%
Other Services, Except Public Administration	2,106	5.9%	126,368	4.9%	292,957	4.7%
Public Administration	531	1.5%	91,514	3.6%	229,358	3.7%
Total	35,989	100.0%	2,567,330	100.0%	6,250,862	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

Employment by Occupation*(1)*

	The City		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science and Arts	22,554	62.7%	1,052,071	41.0%	2,421,993	38.7%
Service	4,890	13.6%	454,594	17.7%	1,073,272	17.2%
Sales and Office	5,681	15.8%	551,604	21.5%	1,366,039	21.9%
Natural Resources, Construction, and Maintenance	938	2.6%	151,272	5.9%	451,379	7.2%
Production, Transportation, and Material Moving	1,926	5.4%	357,789	13.9%	938,179	15.0%
Total	35,989	100.0%	2,567,330	100.0%	6,250,862	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

Unemployment Rates

The table below shows unemployment trends for the City, the County and the State.

Annual Average Unemployment Rates*(1)*

Calendar Year	The City	The County	The State
2012	7.6%	9.7%	9.0%
2013	7.8%	9.7%	9.1%
2014	6.2%	7.6%	7.2%
2015	5.1%	6.3%	6.0%
2016	4.9%	6.2%	5.9%
2017	4.0%	5.2%	5.0%
2018	3.4%	4.2%	4.4%
2019	3.1%	4.0%	4.0%
2020(2)	8.1%	11.1%	9.5%
2021(2)(3)	5.8%	8.4%	7.1%

Notes: (1) Source: Illinois Department of Employment Security.
(2) The City attributes the increase in unemployment rates to the COVID-19 pandemic. See **"RISK FACTORS – Potential Impact of COVID-19"** herein.
(3) Preliminary rates for the month of March 2021.

Building Permits

Residential building permits have averaged $_____ over the last five years in the City, excluding the value of land.

City Building Permits*(1)*
(Excludes the Value of Land)

Calendar Year	Total Value
2016	$536,538,596
2017	306,352,806
2018	374,489,566
2019	215,835,573
2020	

Note: (1) Source: the City.

Housing

The U.S. Census Bureau reported that the median value of the City's owner-occupied homes was $391,400. This compares to $246,600 for the County and $194,500 for the State. The following table represents the five year average market value of specified owner-occupied units for the City, the County and the State at the time of the 2015-2019 ACS, the most current statistical information available.

Home Values*(1)*

	The City		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Under $50,000	184	1.2%	36,885	3.3%	198,619	6.2%
$50,000 to $99,999	361	2.3%	83,703	7.5%	456,773	14.3%
$100,000 to $149,999	1,067	6.8%	131,697	11.7%	483,504	15.1%
$150,000 to $199,999	1,313	8.3%	175,062	15.6%	508,852	15.9%
$200,000 to $299,999	2,706	17.1%	270,535	24.1%	693,104	21.6%
$300,000 to $499,999	4,175	26.4%	262,380	23.4%	570,203	17.8%
$500,000 to $999,999	4,882	30.9%	126,736	11.3%	234,153	7.3%
$1,000,000 or more	1,108	7.0%	35,586	3.2%	57,507	1.8%
Total	15,796	100.0%	1,122,584	100.0%	3,202,715	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

Mortgage Status*(1)*

	The City		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage	10,364	65.6%	728,538	64.9%	2,027,640	63.3%
Housing Units without a Mortgage	5,432	34.4%	394,046	35.1%	1,175,075	36.7%
Total	15,796	100.0%	1,122,584	100.0%	3,202,715	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

Education and Employment

The 2015-2019 ACS reported that over 67.1% of adult residents of the City have four or more years of college (over 37.8% with graduate or professional degrees), compared to 33.1% nationally, and 93.7% have at least a high school education or higher.

Education Attainment – Population over 25*(1)*

Education Level	Number	Percentage
Graduate or Professional Degree	18,116	37.83%
Bachelor's Degree	13,993	29.22%
Associate's Degree	1,667	3.48%
Some College, No Degree	5,263	10.99%
High School Graduate	5,828	12.17%
9th to 12th Grade, No Diploma	1,551	3.24%
Less Than 9th Grade	1,469	3.07%
Total	47,887	100.00%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015-2019 estimates.

The following table shows the proportion of the City residents holding certain job categories as reported by the 2015-2019 ACS. Consistent with the high average level of educational attainment, over 62.7% of job holders who are City residents work in professional or managerial jobs, as compared to 41.0% in the County and 38.7% in the State.

Select Occupation Categories*(1)*

Type of Occupation	Number	Percentage
Management, Business, Science and Arts	22,554	62.67%
Service Occupation	4,890	13.59%
Sales and Office Occupation	5,681	15.79%
Natural Resources, Construction and Maintenance	938	2.61%
Production, Transportation, Material Moving	1,926	5.35%
Total	35,989	100.00%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015-2019 estimates.

Income

Per Capita Personal Income
for the Highest Income Counties in the State*(1)*

Rank		2015 to 2019
1	DuPage County	$46,272
2	Lake County	45,766
3	Monroe County	42,152
4	McHenry County	39,006
5	**Cook County**	**37,552**
6	Woodford County	37,170
7	Will County	36,524
8	Kendall County	36,382
9	Kane County	36,270
10	Sangamon County	35,509

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-Year estimates 2015 to 2019.

The following shows the median family income for counties in the Chicago metropolitan area.

Ranking of Median Family Income*(1)*

County	Family Income	Rank
DuPage County	$114,001	1
Lake County	108,478	2
Kendall County	105,313	3
Will County	101,880	4
Monroe County	101,294	5
McHenry County	100,294	6
Kane County	95,005	7
Cook County	**80,744**	**17**

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-Year estimates 2015 to 2019.

The U.S. Census Bureau reported that the City had a median family income of $121,998. This compares to $80,744 for the County and $83,279 for the State. As shown below, 31% of the City's family income is $200,000 or more. The following table represents the distribution of family incomes for the City, the County and the State at the time of the 2015-2019 ACS, the most current statistical information available.

Family Income*(1)*

	The City		The County		The State	
Income	Number	Percent	Number	Percent	Number	Percent
Under $10,000	276	1.8%	49,816	4.2%	109,130	3.5%
$10,000 to $14,999	360	2.4%	27,177	2.3%	63,897	2.1%
$15,000 to $24,999	426	2.8%	79,538	6.7%	176,771	5.7%
$25,000 to $34,999	650	4.3%	89,568	7.6%	207,138	6.7%
$35,000 to $49,999	1,104	7.3%	126,729	10.7%	328,081	10.6%
$50,000 to $74,999	1,869	12.3%	181,815	15.4%	515,217	16.6%
$75,000 to $99,999	1,622	10.7%	151,200	12.8%	441,395	14.2%
$100,000 to $149,999	2,437	16.0%	213,984	18.1%	617,199	19.8%
$150,000 to $199,999	1,721	11.3%	113,578	9.6%	304,305	9.8%
$200,000 or more	4,726	31.1%	149,867	12.7%	346,629	11.1%
Total	15,191	100.0%	1,183,272	100.0%	3,109,762	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

The U.S. Census Bureau reported that the City had a median household income of $78,904. This compares to $64,660 for the County and $65,886 for the State. The following table represents the distribution of household incomes for the City, the County and the State at the time of the 2015-2019 ACS, the most current statistical information available.

Household Income*(1)*

	The City		The County		The State	
Income	Number	Percent	Number	Percent	Number	Percent
Under $10,000	2,221	7.8%	144,492	7.3%	302,966	6.3%
$10,000 to $14,999	1,028	3.6%	79,117	4.0%	185,043	3.8%
$15,000 to $24,999	1,736	6.1%	177,486	9.0%	417,135	8.6%
$25,000 to $34,999	2,305	8.1%	166,358	8.4%	405,504	8.4%
$35,000 to $49,999	2,257	8.0%	219,867	11.1%	563,757	11.6%
$50,000 to $74,999	4,091	14.4%	310,795	15.8%	809,343	16.7%
$75,000 to $99,999	2,949	10.4%	240,315	12.2%	622,330	12.8%
$100,000 to $149,999	4,234	14.9%	301,087	15.3%	778,079	16.1%
$150,000 to $199,999	2,136	7.5%	147,525	7.5%	360,394	7.4%
$200,000 or more	5,395	19.0%	185,066	9.4%	401,583	8.3%
Total	28,352	100.0%	1,972,108	100.0%	4,846,134	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, 2015 to 2019 estimates.

FINANCES

Budget Process, Accounting, and Financial Control Procedures

The City Manager submits to the City Council a proposed operating budget not less than 60 days prior to the start of each fiscal year. The operating budget includes proposed expenditures and the means of financing those expenditures. The City Council holds several public hearings and then may modify the budget prior to adoption.

The City Manager is authorized to transfer budgeted amounts between departments within any fund (such as the General Fund); however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgets are legally adopted on a basis consistent with generally accepted accounting principles ("GAAP") except that property taxes are budgeted as revenue in the year they are levied. For purposes of preparing the combined statement of revenues, expenditures, and changes in fund balances – budget and actual, GAAP revenue and expenditures have been adjusted to the budgetary basis. The budgets of the governmental type funds are prepared on a modified accrual basis. Obligations of the City are budgeted as expenditures, but revenue is recognized only when it has actually been received. The Comprehensive Annual Financial Report of the City ("CAFR") presents expenditures and revenues on both a GAAP basis and a budget basis for comparison.

The City uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designated to demonstrate legal compliance and to aid financial management by segregating transactions related to certain City functions or activities. A fund is a separate, self-balancing accounting entity, and in the City there are three categories of funds: governmental, proprietary, and fiduciary. Governmental funds are used to account for all or most of the City's general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general fixed assets (capital project funds), and the servicing of general long-term debt (debt service funds). The General Fund is used to account for all activities of the City not accounted for in some other fund. Other major funds include Special Revenue Funds, Debt Service Funds, Enterprise Funds (water, sewer, and parking), and Pension Trust Funds.

The Enterprise Funds (water and sewer) are budgeted on a full accrual basis. Expenses are recognized when a commitment is made (through a purchase order), and revenues are recognized when they are obligated to the City (for example, water user fees are recognized as revenue when bills are produced).

The City reports financial results based on GAAP as promulgated by the Governmental Accounting Standards Board. The accounts of the City are divided into separate self-balancing funds comprised of its assets, liabilities, fund equity, revenues, and expenditures, as appropriate.

The City's expenditures are monitored on a regular basis by the Finance Department. Disbursements are made only if an expenditure is within the authorized budget.

The City annually presents its budget to the Government Finance Officers Association ("GFOA") for review against that organization's standards for government budgeting. The City received an Award for Distinguished Budget Presentation from the GFOA for the fiscal year 2019 budget and has previously received the award for over 19 successive years.

Financial Statements and Independent Audits

The City annually presents its CAFR to the GFOA for review against that organization's standards for governmental accounting and financial reporting. The City received a certificate of achievement for excellence in financial reporting from the GFOA for the fiscal year ended December 31, 2018.

The City's financial statements are audited annually as required by State law. Sikich LLP, Certified Public Accountants and Advisors, Naperville, Illinois ("Sikich LLP"), audited the financial statements for fiscal year ended December 31, 2019. Copies of the City's CAFR are available at the City's website. The CAFR for the fiscal year ended December 31, 2019, are included as **APPENDIX A** to this Official Statement. Sikich LLP, has neither reviewed nor approved this Official Statement or its appendices.

The City has covenanted in connection with the issuance of the Bonds to file its CAFR and certain additional financial and operating data within 270 days after the close of the City's fiscal year. See **APPENDIX C** to this Official Statement.

Cash Management

The City invests available funds to the extent not needed for immediate expenditures in interest bearing securities. Money market funds make up majority investments. Cash amounts held in bank accounts are collateralized by United States government or agency obligations.

The City's investment policy is in compliance with the Illinois Municipal Investment Act and limits investments to those that are insured or which are registered (or for which the securities are held by the City or its agent) in the City's name. Bond funds are properly tracked for arbitrage purposes.

Revenues

The City receives revenue from a wide variety of sources. These include a real property tax, municipal shares of State sales and income taxes, a home-rule sales tax, utility taxes, and federal grants, as well as various use charges, licenses, and permits. The largest revenue source for the City is the property tax. See **"REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES"** for a description of the property tax. Other major revenue sources are described below.

Sales Taxes

The City's share of the State sales tax and a separate City home-rule sales tax are the second largest source of revenue to the City. A portion of the State's sales tax receipts from sales within Evanston are statutorily allocated to the City. The amount so received by the City equals about 1.0% of those sales subject to the State tax. In addition, the City imposes a City-wide home-rule sales tax, as permitted by State law, presently at a rate of 1.0%. Sales of vehicles, groceries and medicine, among other items, are exempted by State law from this home-rule sales tax. The Department of Revenue collects both the State sales tax and the City's sales tax. Two percent (2%) of the City's home-rule sales tax collections were retained as an administrative fee by the Department of Revenue for State FY 2018. Beginning with State FY 2019, the Department of Revenue's administrative fee has been reduced to 1.5% of home-rule sales tax collections. As illustrated on the following table, the State sales tax produced $10.5 million and the home-rule sales tax produced $6.4 million for the State's fiscal year ended June 30, 2019. The State sales taxes payable to the City have grown at an average compounded rate of approximately 1.53% for the last ten years.

Retail Activity

The table below shows the distribution of the municipal portion and Home Rule portion of the Retailer's Occupation, Service Occupation and Use Tax ("Sales Tax") collected by the State Department of Revenue from retailers within the City. The table indicates the level of retail activity in the City.

Retailers' Occupation, Service Occupation and Use Tax*(1)*

State Fiscal Year Ending June 30	State Sales Tax Distributions(2)	Home Rule Sales Tax Distributions	Total Sales Tax Distributions	Annual Percentage Change + or (-)
2011	$ 8,902,187	$5,756,949	$14,659,136	5.24%(3)
2012	8,980,935	5,709,577	14,690,512	0.21%
2013	9,185,905	5,739,937	14,925,841	1.60%
2014	9,707,526	5,981,735	15,689,261	5.11%
2015	9,832,372	6,090,520	15,922,891	1.49%
2016	10,087,108	6,165,806	16,252,914	2.07%
2017	9,912,440	6,141,714	16,054,154	(1.22%)
2018	10,115,899	6,166,544	16,282,443	1.42%
2019	10,494,729	6,360,459	16,855,188	3.52%
2020	10,516,115	6,570,646	17,086,761	1.37%

Notes: (1) Source: Illinois Department of Revenue.
(2) Tax distributions are based on records of the Illinois Department of Revenue relating to the 1% municipal portion of the Retailer's Occupation, Service Occupation and Use tax collected on behalf of the City, less a State administration fee. The municipal 1% includes tax receipts from the sale of food and drugs which are not taxed by the State.
(3) The 2011 percentage is based on a 2010 sales tax of $13,929,162.

Public Act 101-0009, effective June 5, 2019, included the "Leveling the Playing Field for Illinois Retailers Act." This legislation requires certain remote retailers to collect and remit state and locally-imposed sales taxes for the jurisdiction where the product is delivered (destination) starting on July 1, 2020. Information from the Illinois Municipal League (IML) indicates that "local governments could receive $92 million per state fiscal year." There will, however, be a decrease in collections of Use Tax. Ultimately, the IML anticipates that municipalities will experience a net increase as a result of Public Act 101-0009.

Personal Property Replacement Taxes

Personal Property Replacement Taxes ("PPRT") are revenues collected by the State and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were taken away. Below are five years of PPRT for the City.

Personal Property Replacement Taxes*(1)*

Fiscal Year Ended	Amount
12/31/2016	$1,425,178
12/31/2017	1,394,387
12/31/2018	1,350,173
12/31/2019	1,744,366
12/31/2020	

Note: (1) Source: the City's audited financial statements.

Utility Taxes

The City collects utility taxes on natural gas, electricity, and telephone charges. Utility taxes generated $6.4 million for the fiscal year ended December 31, 2019, compared to $6.7 million for the fiscal year ended December 31, 2018, $6.6 million for the fiscal year ended December 31, 2017, and $6.7 million for the fiscal year ended December 31, 2016.

THE PROJECT
[TO BE UPDATED]

A portion of the Bond proceeds will be used to finance capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted by the City Council (the "Capital Improvement Plan") and pay the costs of issuing the Bonds. The current Capital Improvement Plan contemplates the following projects:

- Chicago Avenue, Howard to Davis – Phase I Engineering Services
- ETHS/Church Street/Canal Park Bike Infrastructure – Phase I Engineering
- Howard Street Corridor, Target Access to Callan - Phase II Engineering Services
- Main Street, Maple to Hinman – Phase II Engineering Services
- WM – Dodge, Mulford to Howard
- Sewer – Lyons, Darrow to East End
- Central Street Bridge Replacement – Phase III Engineering Services
- Central Street Bridge Replacement – Right-of-Way Acquisition
- Central Street Bridge – Construction
- Bridge Inspection
- General Phase I Engineering
- Pavement Marking
- Street Patching Program
- Streetlight Replacement
- Traffic Calming, Bicycle and Pedestrian Improvements
- Harbert Park – Drainage Improvements
- Park Sign Replacements
- Parks Contingency
- ADA Transition Plan
- Beach House – Roofing and Tuckpointing (South Boulevard, Lighthouse Landing)
- Chandler – Masonry and Foundation Repairs
- Civic Center – Planning/Design Services
- Facilities Contingency
- Fire Station 1 – Emergency Generator Rehabilitation
- Fire Station 2 – Emergency Generator Rehabilitation
- Fleetwood-Jourdain – Gym Floor Replacement
- Lagoon Building – Door and Window Replacements
- Noyes – Chimney Repairs
- Service Center – D Building Structural Assessment
- Service Center – Service Yard Resurfacing
- Service Center – Tuckpointing
- Zero Emission Study
- IT – network Switch Reliability
- Fire Engine
- In-House Engineering Services

Water Projects:
- 2020 Water Main Replacement
- Lincolnwood Water Supply Connection
- Water Treatment Plant Intake Heater Cable Replacement
- Water Treatment Plant Laboratory Modernization

Sewer Project:
- Robert Crown – Construction

Parking Project:
- Robert Crown - Construction

THE REFUNDING

The remaining portion of the Bond proceeds (the "Refunding Proceeds") will be used to fund an escrow to refund certain maturities of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2012A (the "Refunded Bonds") as further described below (the "Refunding").

The Refunded Bonds

General Obligation Corporate Purpose Bonds, Series 2012A

Maturities	Outstanding Amount	Amount Refunded	Redemption Price	Redemption Date
12/1/2021	$ 910,000	$ 0	N/A	N/A
12/1/2022	740,000	740,000	100%	12/1/2021
12/1/2023	765,000	765,000	100%	12/1/2021
12/1/2024	790,000	790,000	100%	12/1/2021
12/1/2025	810,000	810,000	100%	12/1/2021
12/1/2026	475,000	475,000	100%	12/1/2021
12/1/2027	490,000	490,000	100%	12/1/2021
12/1/2028	505,000	505,000	100%	12/1/2021
12/1/2029	520,000	520,000	100%	12/1/2021
12/1/2030	535,000	535,000	100%	12/1/2021
12/1/2031	555,000	555,000	100%	12/1/2021
12/1/2032	570,000	570,000	100%	12/1/2021
Total	$7,665,000	$6,775,000		

The Refunding Proceeds will be used to purchase direct full faith and Credit Obligations of the United States of America (the "Government Securities"), the principal of which together with interest to be earned thereon will be sufficient to redeem the Refunded Bonds on the redemption date.

The Government Securities will be held in an escrow account created pursuant to an escrow letter agreement (the "Escrow Agreement") to be dated the date of issuance of the Bonds, between the City and Zions Bancorporation, National Association, Chicago, Illinois, as escrow agent.

DEFAULT RECORD

The City has no record of default and has met its debt repayment obligations promptly.

SHORT-TERM BORROWING

The City has not issued tax anticipation warrants or revenue anticipation notes during the last five years to meet its short-term current year cash flow requirements.

DEBT INFORMATION

After issuance of the Bonds and the Refunding, the City will have outstanding $199,565,000* principal amount of general obligation debt. Approximately 25% of this indebtedness, $49,164,031 (excluding the new money portion of the Bonds), is expected to be retired from sources other than City-wide general taxes. The City also has outstanding $40,691,551 Illinois Environmental Protection Agency ("IEPA") State Revolving Fund ("SRF") loans with subsidized interest rates of 2.535% to 3.590% for 20-year maturity loans for clean water projects per the City's audited financial statement for fiscal year ending December 31, 2019.

As a home-rule unit under the Illinois Constitution, the City has no general obligation debt limit and is not required to seek referendum approval for the issuance of the Bonds. However, pursuant to the City's budget policy adopted by the City Council on December 18, 2000, as amended by Resolution 60-R-20, adopted by the City Council on July 13, 2020, the City has a self-imposed debt limit of $155,000,000 in aggregate principal amount for property tax supported of general obligation debt.

The City does not intend to issue any additional debt within the next twelve months.

General Obligation Debt Summary – By Issue*(1)*
(Principal Only)

Series 2012A	$ 7,665,000
Series 2013A	9,170,000
Series 2013B	7,415,000
Series 2014	9,265,000
Series 2015A	10,630,000
Series 2015B	3,475,000
Series 2016A	11,545,000
Series 2016B	4,825,000
Series 2017A	12,455,000
Series 2017B	6,380,000
Series 2017C	4,770,000
Series 2018A	24,385,000
Series 2018B	16,545,000
Series 2018C	6,845,000
Series 2018D	3,570,000
Series 2019A	12,750,000
Series 2019B	12,400,000
Series 2020	27,960,000
The Bonds(2)	14,270,000
Less: The Refunded Bonds	(6,755,000)
Total(2)	$199,565,000

Notes: (1) Source: the City.
(2) Subject to change.

**Subject to change.*

City of Evanston, Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2021

General Obligation Bonded Debt*(1)*
(Principal Only)

(Page 1 of 2)

Calendar Year	Series 2012A	Series 2013A	Series 2013B	Series 2014	Series 2015A	Series 2015B	Series 2016A	Series 2016B	Series 2017A	Series 2017B	Series 2017C	Series 2018A	Series 2018B
2021	$ 910,000	$ 610,000	$ 1,815,000	$ 530,000	$ 560,000	$ 1,750,000	$ 600,000	$ 745,000	$ 580,000	$ 845,000	$ 235,000	$ 0	$ 0
2022	740,000	635,000	1,865,000	550,000	580,000	1,725,000	620,000	770,000	600,000	865,000	245,000	570,000	180,000
2023	765,000	660,000	1,920,000	575,000	600,000	0	645,000	790,000	625,000	880,000	260,000	595,000	185,000
2024	790,000	685,000	895,000	600,000	625,000	0	670,000	815,000	645,000	905,000	270,000	750,000	770,000
2025	810,000	710,000	920,000	590,000	645,000	0	685,000	840,000	670,000	935,000	280,000	785,000	810,000
2026	475,000	740,000	0	620,000	645,000	0	715,000	865,000	695,000	960,000	290,000	825,000	850,000
2027	490,000	645,000	0	650,000	675,000	0	690,000	0	720,000	990,000	305,000	865,000	895,000
2028	505,000	670,000	0	670,000	700,000	0	700,000	0	690,000	0	310,000	910,000	940,000
2029	520,000	700,000	0	690,000	730,000	0	715,000	0	715,000	0	325,000	955,000	985,000
2030	535,000	730,000	0	710,000	750,000	0	730,000	0	735,000	0	340,000	1,005,000	1,035,000
2031	555,000	760,000	0	735,000	775,000	0	745,000	0	755,000	0	355,000	1,055,000	1,085,000
2032	570,000	790,000	0	755,000	795,000	0	770,000	0	780,000	0	365,000	1,105,000	1,140,000
2033	0	835,000	0	780,000	820,000	0	785,000	0	800,000	0	380,000	1,140,000	1,175,000
2034	0	0	0	810,000	850,000	0	805,000	0	825,000	0	395,000	1,175,000	1,215,000
2035	0	0	0	0	880,000	0	825,000	0	845,000	0	415,000	1,215,000	1,255,000
2036	0	0	0	0	0	0	845,000	0	870,000	0	0	1,260,000	1,295,000
2037	0	0	0	0	0	0	0	0	905,000	0	0	1,300,000	1,340,000
2038	0	0	0	0	0	0	0	0	0	0	0	1,350,000	1,390,000
2039	0	0	0	0	0	0	0	0	0	0	0	1,395,000	0
2040	0	0	0	0	0	0	0	0	0	0	0	1,445,000	0
2041	0	0	0	0	0	0	0	0	0	0	0	1,500,000	0
2042	0	0	0	0	0	0	0	0	0	0	0	1,560,000	0
2043	0	0	0	0	0	0	0	0	0	0	0	1,625,000	0
Total	$7,665,000	$9,170,000	$7,415,000	$9,265,000	$10,630,000	$3,475,000	$11,545,000	$4,825,000	$12,455,000	$6,380,000	$4,770,000	$24,385,000	$16,545,000

Note: (1) Source: the City.

(Continued on following page)

City of Evanston, Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2021

General Obligation Bonded Debt*(1)*
(Principal Only)

(Page 2 of 2)

Calendar Year	Series 2018C	Series 2018D	Series 2019A	Series 2019B	Series 2020	The Bonds(2)	Less: The Refunded Bonds Series 2012A	Total Outstanding Debt	Cumulative Retirement(2) Amount	Cumulative Retirement(2) Percent
2021	$1,105,000	$ 0	$ 0	$ 405,000	$ 0	$ 0	$ 0	$ 10,690,000	$ 10,690,000	5.36%
2022	710,000	180,000	330,000	425,000	240,000	615,000	(740,000)	11,705,000	22,395,000	11.22%
2023	745,000	185,000	350,000	450,000	1,410,000	770,000	(765,000)	11,645,000	34,040,000	17.06%
2024	780,000	160,000	365,000	470,000	1,640,000	1,075,000	(790,000)	12,120,000	46,160,000	23.13%
2025	820,000	165,000	385,000	495,000	1,730,000	1,110,000	(810,000)	12,575,000	58,735,000	29.43%
2026	860,000	175,000	400,000	520,000	1,815,000	800,000	(475,000)	11,775,000	70,510,000	35.33%
2027	895,000	180,000	420,000	545,000	1,905,000	830,000	(490,000)	11,210,000	81,720,000	40.95%
2028	930,000	190,000	445,000	570,000	2,000,000	865,000	(505,000)	10,590,000	92,310,000	46.26%
2029	0	195,000	465,000	600,000	2,195,000	895,000	(520,000)	10,165,000	102,475,000	51.35%
2030	0	205,000	490,000	630,000	1,835,000	935,000	(535,000)	10,130,000	112,605,000	56.43%
2031	0	210,000	515,000	660,000	1,875,000	965,000	(555,000)	10,490,000	123,095,000	61.68%
2032	0	220,000	540,000	695,000	745,000	990,000	(570,000)	9,690,000	132,785,000	66.54%
2033	0	225,000	565,000	730,000	795,000	435,000	0	9,465,000	142,250,000	71.28%
2034	0	235,000	595,000	765,000	815,000	450,000	0	8,935,000	151,185,000	75.76%
2035	0	245,000	625,000	805,000	830,000	460,000	0	8,400,000	159,585,000	79.97%
2036	0	255,000	655,000	845,000	1,540,000	475,000	0	8,040,000	167,625,000	84.00%
2037	0	265,000	690,000	885,000	1,570,000	490,000	0	7,445,000	175,070,000	87.73%
2038	0	280,000	725,000	930,000	1,625,000	505,000	0	6,805,000	181,875,000	91.14%
2039	0	0	760,000	975,000	1,655,000	520,000	0	5,305,000	187,180,000	93.79%
2040	0	0	795,000	0	1,740,000	535,000	0	4,515,000	191,695,000	96.06%
2041	0	0	835,000	0	0	550,000	0	2,885,000	194,580,000	97.50%
2042	0	0	880,000	0	0	0	0	2,440,000	197,020,000	98.72%
2042	0	0	920,000	0	0	0	0	2,545,000	199,565,000	100.00%
Total	$6,845,000	$3,570,000	$12,750,000	$12,400,000	$27,960,000	$14,270,000	$(6,755,000)	$199,565,000		

Notes: (1) Source: the City.
(2) Subject to change.

The following table shows the City's outstanding general obligation debt service, including the Bonds and excluding the Refunded Bonds.

General Obligation Bonds*(1)*
(Principal and Interest)

Calendar Year	Sub-Total Debt Service(2)	The Bonds(3) Principal	The Bonds(3) Interest	Less: The Refunded Bonds Series 2012A	Total Debt Service(3)
12/1/2021	$ 18,094,601	$ 0	$ 0	$ (103,066)	$ 17,991,535
12/1/2022	18,667,978	615,000	620,743	(946,131)	18,957,589
12/1/2023	18,047,070	770,000	473,100	(948,931)	18,341,239
12/1/2024	17,780,820	1,075,000	442,300	(950,981)	18,347,139
12/1/2025	17,738,065	1,110,000	399,300	(947,281)	18,300,084
12/1/2026	16,404,325	800,000	354,900	(587,981)	16,971,244
12/1/2027	15,342,215	830,000	322,900	(588,731)	15,906,384
12/1/2028	14,246,315	865,000	289,700	(589,031)	14,811,984
12/1/2029	13,381,015	895,000	255,100	(588,881)	13,942,234
12/1/2030	12,983,486	935,000	219,300	(588,281)	13,549,505
12/1/2031	12,987,253	965,000	191,250	(591,563)	13,551,940
12/1/2032	11,813,650	990,000	162,300	(588,525)	12,377,425
12/1/2033	11,257,408	435,000	132,600	0	11,825,008
12/1/2034	10,395,811	450,000	119,550	0	10,965,361
12/1/2035	9,559,341	460,000	106,050	0	10,125,391
12/1/2036	8,908,770	475,000	92,250	0	9,476,020
12/1/2037	8,041,450	490,000	78,000	0	8,609,450
12/1/2038	7,143,225	505,000	63,300	0	7,711,525
12/1/2039	5,405,175	520,000	48,150	0	5,973,325
12/1/2040	4,431,500	535,000	32,550	0	4,999,050
12/1/2041	2,654,150	550,000	16,500	0	3,220,650
12/1/2042	2,657,400	0	0	0	2,657,400
12/1/2043	2,656,000	0	0	0	2,656,000
Total	$260,597,022	$14,270,000	$4,419,843	$(8,019,384)	$271,267,480

Notes: (1) Source: the City.
(2) Includes the City's outstanding general obligation bonds Series 2012A, Series 2013A, Series 2013B, Series 2014, Series 2015A, Series 2015B, Series 2016A, Series 2016B, Series 2017A, Series 2017B, Series 2017C, Series 2018A, Series 2018B, Series 2018C, Series 2018D, Series 2019A, Series 2019B and Series 2020.
(3) Subject to change.

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A portion of the debt service on the City's outstanding general obligation bonds is expected to be paid from sources other than general property taxes levied throughout the City. These sources include incremental taxes in TIF districts, special service area taxes, and revenues from various enterprise funds including sewer services fees ("Other Debt Service Sources"). The City's total general obligation debt service schedule and portion expected to be paid from Other Debt Service Sources is presented in the table below; no assurance is given that such Other Debt Service Sources will be available or will be so applied.

Total and Scheduled for Abatement General Obligation Debt Service*(1)*

Calendar	Outstanding G.O. Debt Service(2)		Expected to be Paid from Other Debt Service Source(3)			The Bonds(4)		Less: The Refunded Bonds	Total Net
Year	Principal	Interest	Principal	Interest	Net Debt Service	Principal	Interest	Series 2012A	Debt Service(4)(5)
12/1/2021	$ 11,011,858	$ 6,893,444	$ 2,150,801	$ 1,714,682	$ 14,039,819	$ 0	$ 0	$ (103,066)	$ 13,936,754
12/1/2022	12,161,951	6,440,929	2,501,423	1,590,395	14,511,062	615,000	620,743	(946,131)	14,800,673
12/1/2023	10,913,786	6,003,896	2,660,123	1,503,552	12,754,007	770,000	473,100	(948,931)	13,048,176
12/1/2024	10,905,623	5,589,562	2,857,355	1,409,099	12,228,731	1,075,000	442,300	(950,981)	12,795,049
12/1/2025	11,289,660	5,163,734	2,921,839	1,306,770	12,224,785	1,110,000	399,300	(947,281)	12,786,803
12/1/2026	10,413,698	4,714,024	2,879,865	1,198,808	11,049,049	800,000	354,900	(587,981)	11,615,968
12/1/2027	9,779,479	4,293,841	2,883,700	1,090,480	10,099,140	830,000	322,900	(588,731)	10,663,309
12/1/2028	9,078,517	3,903,015	2,879,246	982,788	9,119,498	865,000	289,700	(589,031)	9,685,167
12/1/2029	8,571,959	3,546,188	2,851,138	876,224	8,390,785	895,000	255,100	(588,881)	8,952,004
12/1/2030	8,994,482	3,230,064	3,023,090	782,540	8,418,917	935,000	219,300	(588,281)	8,984,935
12/1/2031	9,343,746	2,895,540	3,131,781	682,817	8,424,687	965,000	191,250	(591,563)	8,989,375
12/1/2032	9,270,000	2,543,650	2,785,560	578,056	8,450,034	990,000	162,300	(588,525)	9,013,809
12/1/2033	9,030,000	2,227,408	2,587,237	487,111	8,183,060	435,000	132,600	0	8,750,660
12/1/2034	8,485,000	1,910,811	2,525,376	400,566	7,469,869	450,000	119,550	0	8,039,419
12/1/2035	7,940,000	1,619,341	2,415,150	317,243	6,826,948	460,000	106,050	0	7,392,998
12/1/2036	7,565,000	1,343,770	2,074,924	236,422	6,597,425	475,000	92,250	0	7,164,675
12/1/2037	6,955,000	1,086,450	1,896,160	173,061	5,972,230	490,000	78,000	0	6,540,230
12/1/2038	6,300,000	843,225	1,905,492	113,867	5,123,866	505,000	63,300	0	5,692,166
12/1/2039	4,785,000	620,175	1,243,772	54,239	4,107,164	520,000	48,150	0	4,675,314
12/1/2040	3,980,000	451,500	990,000	19,800	3,421,700	535,000	32,550	0	3,989,250
12/1/2041	2,335,000	319,150	0	0	2,654,150	550,000	16,500	0	3,220,650
12/1/2042	2,440,000	217,400	0	0	2,657,400	0	0	0	2,657,400
12/1/2043	2,545,000	111,000	0	0	2,656,000	0	0	0	2,656,000
Total	$184,094,759	$65,968,116	$49,164,031	$15,518,518	$185,380,326	$14,270,000	$4,419,843	$(8,019,384)	$196,050,784

Notes: (1) Source: the City.
(2) Includes the City's outstanding general obligation bonds Series 2012A, Series 2013A, Series 2013B, Series 2014, Series 2015A, Series 2015B, Series 2016A, Series 2016B, Series 2017A, Series 2017B, Series 2017C, Series 2018A, Series 2018B, Series 2018C, Series 2018D, Series 2019A, Series 2019B and Series 2020.
(3) Does not include Series 2010A, Series 2015B, Series 2016B, Series 2018A and Series 2019A.
(4) Subject to change.
(5) Does not include abatements for the new money portion of the Bonds.

Detailed Overlapping Bonded Debt*(1)*

	Outstanding Debt(2)	Applicable to the City Percent(3)	Applicable to the City Amount
Schools:			
School District Number 65	$ 64,886,167	91.55%	$ 59,402,030
High School District Number 202	23,365,000	91.55%	21,390,205
Community College District Number 535	47,200,000	13.44%	6,343,617
Total Schools			$ 87,135,852
Others:			
Cook County	$2,596,351,750	2.06%	$ 53,357,003
Cook County Forest Preserve District	122,255,000	2.06%	2,512,433
Metropolitan Water Reclamation District	2,181,154,590	2.09%	45,606,613
Lighthouse Park District of Evanston	0	100.00%	-0
Skokie Park District	19,819,679	0.84%	166,008
Ridgeville Park District	0	99.89%	0
Total Others			$101,642,056
Total Schools and Others Overlapping Bonded Debt			$188,777,908

Notes: (1) Source: Cook County Clerk and the MSRB's Electronic Municipal Market Access system ("EMMA").
(2) As of May 12, 2021.
(3) Percentages based on 2019 EAVs, the latest available.

Statement of Bonded Indebtedness*(1)*

	Amount Applicable	Ratio To Equalized Assessed	Ratio To Estimated Actual	Per Capita (2015-2019 ACS) Pop. 74,587)
City EAV of Taxable Property, 2019	$ 3,432,148,547	100.00%	33.33%	$ 46,015.37
Estimated Actual Value, 2019	10,296,445,641	300.00%	100.00%	138,046.12
Direct Bonded Debt (2)	$ 199,565,000	5.81%	1.94%	$ 2,675.60
Less: Direct Debt (Supporting by Other Sources)	(49,164,031)	(1.43%)	(0.48%)	(659.15)
Direct Debt (Property Tax Supported)(2)	$ 150,400,969	4.38%	1.46%	$ 2,016.45
Self-Imposed Direct Limit (Property Tax Supported)(3)	$ 155,000,000	4.52%	1.51%	$ 2,078.11
Overlapping Bonded Debt:(4)				
Schools	$ 87,135,852	2.54%	0.85%	$ 1,168.24
All Others	101,642,056	2.96%	0.99%	1,362.73
Total Overlapping Bonded Debt	$ 188,777,908	5.50%	1.83%	$ 2,530.98
Total Net Direct and Overlapping Bonded Debt(2)(4)	$ 339,178,877	9.88%	3.29%	$ 4,547.43

Notes: (1) Source: the City and Cook County Clerk.
(2) Includes the Bonds, excludes the Refunded Bonds. Subject to change.
(3) See "Debt Information" above for a discussion of the City's self-imposed debt limit. Direct Debt (Supported by Other Sources) is not subject to the self-imposed debt limit.
(4) As of May 12, 2021 for overlapping bonded debt.

The following table shows the general obligation debt trends for the last ten years.

General Obligation Debt Trends*(1)*

Year Ending	Governmental Activities	Business-Type Activities	Library Component Unit	Total General Obligation
2/28/2010	$111,233,880	$40,236,120	$ 0	$151,470,000
2/28/2011	117,322,439	36,212,561	0	153,535,000
12/31/2011	122,579,206	35,115,794	0	157,695,000
12/31/2012	120,938,742	33,221,258	0	154,160,000
12/31/2013	117,531,511	30,411,358	2,767,131	150,710,000
12/31/2014	116,836,839	29,787,840	2,125,321	148,750,000
12/31/2015	114,683,721	30,957,894	1,643,381	147,284,996
12/31/2016	112,107,778	29,902,079	1,970,143	143,980,000
12/31/2017	117,965,915	25,504,953	3,029,128	146,499,996
12/31/2018	144,701,820	25,839,037	4,829,139	175,369,998
12/31/2019	154,954,664	28,608,753	6,481,578	190,044,995

Note: (1) Source: the City's audited financial statement for the fiscal year ending December 31, 2019.

PROPERTY ASSESSMENT AND TAX INFORMATION

As a home-rule municipality, the City has the ability to levy real property taxes on the taxable property in the City without limitation as to rate or amount. The City levies real property taxes for general government purposes, pension contributions, and general obligation debt service. Real property taxes are applied to taxable property based on its assessed value (less various exemptions), as equalized among counties by the Department of Revenue. This is referred to as the equalized assessed valuation or "EAV." See **"Real Property Assessment, Tax Levy, and Collections Procedures"** herein.

The following table shows the City's EAV for the last ten years.

Historical EAV*(1)*

Tax Year	EAV(2)	Percentage Change
2010	$3,041,884,087	(7.99%)(3)(4)
2011	2,727,367,573	(10.34%)
2012	2,514,621,552	(7.80%)
2013	2,201,697,038	(12.44%)(4)
2014	2,244,569,975	1.95%
2015	2,196,021,525	(2.16%)
2016	2,670,411,769	21.60%(4)
2017	2,740,060,120	2.61%
2018	2,720,580,914	(0.71%)
2019	3,432,148,547	26.15%(4)

Notes: (1) Source: the City's audited financial statement for fiscal year ending December 31, 2019 and the Cook County Clerk.
(2) Does not include TIF incremental values.
(3) Percent change based on 2009 EAV of $3,305,989,369.
(4) Reassessment years.

For the 2019 levy year, the City's EAV was comprised of 77.30% residential, 1.01% industrial, 21.63% commercial, and less than 1% farm and railroad property valuations.

EAV by Classification of Property*(1)*

	Levy Years				
Property Class	2015	2016(2)	2017	2018	2019(2)
Residential	$1,751,252,888	$2,151,672,082	$2,178,182,897	$2,150,065,734	$2,653,214,356
Farm	15,467	15,467	15,467	15,467	15,467
Commercial	410,670,248	483,830,858	527,589,667	537,739,734	742,361,383
Industrial	32,549,681	33,333,491	32,680,857	31,050,996	34,692,634
Railroad	1,533,241	1,559,871	1,591,232	1,708,983	1,864,707
Total	$2,196,021,525	$2,670,411,769	$2,740,060,120	$2,720,580,914	$3,432,148,547
Percent Change +(-)	(2.16%)(3)	21.60%	2.61%	(0.71%)	26.15%

Notes: (1) Source: Cook County Clerk. Does not include TIF values.
(2) Triennial reassessment year.
(2) Percentage change based on 2014 EAV of $2,244,569,975.

Tax Increment Financing

Under Illinois law, municipalities may designate particular areas as redevelopment project areas and may provide for tax increment financing for redevelopment project costs in those TIF districts. In a TIF district, collections of real property taxes levied by all taxing bodies, to the extent attributed to increases in the EAV of the TIF district over its EAV when the TIF district was so designated, are deposited in a special tax allocation fund of the municipality and are available for use by the municipality to pay qualified redevelopment costs with respect to the TIF district. Qualified redevelopment costs include, among other items, costs of construction of public works or improvements, costs of rehabilitation of public or private buildings, and costs of land acquisition. Amounts in the special tax allocation fund for a TIF district also may be used to pay debt service on bonds issued by the municipality for qualified redevelopment costs of that district ("TIF Bonds"). To the extent that the tax collections in respect of a TIF district are deposited in the special tax allocation fund and used for qualified redevelopment costs or related debt service, they are not available for other governmental purposes, including paying unrelated general obligation bonds of the municipality.

As of tax year 2019, the City has designated four TIF districts as listed below. The total incremental EAV of these districts for this tax year totaled $53,252,726. The EAV for these districts at the time the districts were so designated (the base or "frozen" value) was $71,200,202.

Increment Financing Districts*(1)*

Location/Name of TIF	Year Established	Year Expires	Base EAV	2019 EAV	Incremental EAV
Area 5	2002	2025	$11,416,635	$ 26,788,194	$15,371,559
Area 6	2004	2027	37,477,570	59,261,842	21,784,272
Chicago/Main	2012	2035	10,816,879	12,936,437	2,119,558
Dempster/Dodge	2011	2034	11,489,118	25,466,455	13,977,337
Total			$71,200,202	$124,452,928	$53,252,726

Note: (1) Source: Cook County Clerk and the City.

EAV of Tax Increment Financing Districts*(1)*

	2015	2016	2017	2018	2019
Frozen Value	$ 99,927,882	$ 91,489,225	$ 91,489,225	$65,761,846	$ 71,200,202
Incremental Value	64,362,312	68,721,151	77,954,625	14,165,065	53,252,726
Total EAV(1)	$164,290,194	$160,210,376	$169,443,850	$79,926,911	$124,452,928

Note: (1) Source: Cook County Clerk. The Total EAV of the TIF districts located in the City may not equal the sum of the Frozen Value and the Incremental EAV where the current EAV of certain TIF districts is less than the Frozen Value.

TIF Bonds may, in some cases, also be general obligations of the municipality. In that case general obligation bonds, in addition to their other claims for payment, may have a claim for payment from the amounts on deposit in the special tax allocation fund for that TIF district.

Special Service Areas

Under Illinois law, municipalities may establish special service areas and may levy real property taxes with respect to taxable real property within the special service area to pay costs of special municipal services for the area or to pay debt service on bonds of the municipality issued to provide those special services.

The City has established a number of special service areas for the upgrade of streets and sidewalks in its central business district. Taxes levied and collected with respect to special service areas are not shown as general revenues of the City.

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Property Tax Rates

Property tax rates for City purposes, as well as rates for governmental bodies that substantially overlap the City are shown below.

Representative Tax Rates*(1)*
(Per $100 EAV)

	Levy Years				
	2015	2016	2017	2018	2019
City Rates:					
Corporate	$ 0.390	$0.295	$0.294	$0.388	$0.316
Bond and Interest	0.499	0.423	0.409	0.413	0.399
Garbage	0.000	0.000	0.015	0.031	0.040
Police Pension	0.421	0.379	0.378	0.382	0.326
Fire Pension	0.329	0.301	0.300	0.300	0.269
IMRF	0.124	0.102	0.093	0.056	0.063
General Assistance	0.000	0.000	0.000	0.000	0.000
Total City Rates	$ 1.762	$1.501	$1.490	$1.570	$1.413
Other(2):					
Cook County	$ 0.552	$0.533	$0.496	$0.489	$0.454
Cook County Forest Preserve District	0.069	0.063	0.062	0.060	0.059
Metropolitan Water Reclamation District	0.426	0.406	0.402	0.396	0.389
Consolidated Elections	0.034	0.000	0.031	0.000	0.030
City of Evanston - Library Fund	0.282	0.241	0.247	0.254	0.218
City of Evanston - General Assistance	0.038	0.035	0.034	0.034	0.033
North Shore Mosquito Abatement District	0.012	0.010	0.010	0.010	0.009
Elementary School District 65	3.810	3.676	3.673	3.891	3.185
Evanston Township High School 202	2.792	2.332	2.329	2.462	2.024
Oakton Community College District 535	0.271	0.231	0.232	0.246	0.221
Total Rate	$10.048	$9.028	$9.006	$9.412	$8.035

Notes: (1) Source: Cook County Clerk.
(2) Representative tax rates for other government units are from Evanston Township tax code 17001, which represents the largest portion of the City's 2019 EAV, the most current available.

The following table shows the collection history for real property taxes levied by the City.

Tax Extensions and Collections*(1)*

Levy Year	Coll. Year	Taxes Extended	Total Collections Amount	Total Collections Percent
2010	2011	41,479,398	40,176,467	96.86%
2011	2012	43,397,590	42,412,945	97.73%
2012	2013	43,330,121	42,335,505	97.70%
2013	2014	43,869,798	43,101,105	98.25%
2014	2015	45,557,079	44,551,112	97.79%
2015	2016	46,394,914	45,180,452	97.38%
2016	2017	47,538,529	46,820,921	98.49%
2017	2018	48,161,247	47,063,613	97.72%
2018	2019	49,712,625	49,249,972	99.07%
2019	2020	55,139,563		

Note: (1) Source: the City.

The following table shows the ten largest property taxpayers in the City.

Principal Taxpayers*(1)*

Taxpayer Name	Business/Service	2019 EAV(2)
Orrington TT LLC Golub	Commercial Buildings and Public Parking Garage	$ 48,327,941
Rotary International	Non-Profit Organization	42,299,621
FSP 909 Davis Street	Real Property	29,315,114
McCaffery Intersts	Real Property	27,799,441
TIAA PK Evanston Inc.	Apartment Building, Super Maker, Retail Store	21,954,969
MB Sherman Highlands	Real Property	21,632,787
1890 Maple LLC	Apartments	20,971,974
Omni Orrington Hotel	Hotel	19,789,146
500 Davis Owners LLC	Real Property	16,643,706
Northwestern Memorial Hospital	Hospital	16,070,428
Total		$264,805,127
Ten Largest Taxpayers as a Percent of the City's 2019 EAV ($3,432,148,547)		7.72%

Notes: (1) Source: Cook County Clerk.
(2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels and it is possible that some parcels and their valuations have been overlooked. The 2019 EAV is the most current available for this purpose.

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES

Summary of Property Assessment, Tax Levy and Collection Procedures

A separate tax to pay the principal of and interest on the Bonds will be levied on all taxable real property within the City. The information under this caption describes the current procedures for real property assessments, tax levies and collections in the County. There can be no assurance that the procedures described herein will not change.

Real Property Assessment

The County Assessor (the "Assessor") is responsible for the assessment of all taxable real property within the County, including such property located within the boundaries of the City, except for certain railroad property, pollution control facilities and low sulfur dioxide emission coal-fueled devices, which are assessed directly by the Department. For triennial reassessment purposes, Cook County is divided into three Districts: west and south suburbs (the "South Tri"), north and northwest suburbs (the "North Tri"), and the City of Chicago (the "City Tri"). The City is located in the North Tri and was last reassessed for the 2016 tax levy year. The City will next be reassessed for the 2019 levy year.

Real property in the County is separated into classes for assessment purposes. After the Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation (the "Assessed Valuation") for the parcel. Such classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed at various percentages of fair market value as follows: Class 1 - unimproved real estate (10%); Class 2 - residential (10%); Class 3 - rental-residential (16% in tax year 2009, 13% in tax year 2010, and 10% in tax year 2011 and subsequent years); Class 4 - not-for-profit (25%); Class 5a - commercial (25%); and Class 5b - industrial (25%).

In addition, property may be temporarily classified into one of eight additional assessment classification categories. Upon expiration of such classification, property so classified will revert to one of the basic six assessment classifications described above. The additional assessment classifications are as follows:

CLASS	DESCRIPTION OF QUALIFYING PROPERTY	ASSESSMENT PERCENTAGE	REVERTS TO CLASS
6b	Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties	10% for first 10 years and any 10 year renewal; if not renewed, 15% in year 11, 20% in year 12	5b
C	Industrial property that has undergone environmental testing and remediation	10% for first 10 years, 15% in year 11, 20% in year 12	5b
	Commercial property that has undergone environmental testing and remediation	10% for first 10 years, 15% in year 11, 20% in year 12	5a
7a/7b	Newly constructed or substantially rehabilitated commercial properties in an area in need of commercial development	10% for first 10 years, 15% in year 11, 20% in year 12	5a
7c	Newly constructed or rehabilitated commercial buildings and acquisition of abandoned property and rehabilitation of buildings thereon including the land upon which the buildings are situated and the land related to the rehabilitation	10% for first 3 years and any 3 year renewal; if not renewed, 15% in year 4, 20% in year 5	5a
8	Industrial properties in enterprise communities or zones in need of substantial revitalization	10% for first 10 years and any 10-year renewal; if not renewed, 15% in year 11, 20% in year 12	5b
	Commercial properties in enterprise communities or zones in need of substantial revitalization	10% for first 10 years, 15% in year 11, 20% in year 12	5a
9	New or substantially rehabilitated multi-family residential properties in target areas, empowerment or enterprise zones	10% for first 10 years and any 10 year renewal	As Applicable
S	Class 3 properties subject to Section 8 contracts renewed under the "Mark up to Market" option	10% for term of Section 8 contract renewal and any subsequent renewal	3
L	Substantially rehabilitated Class 3, 4 or 5b properties qualifying as "Landmark" or "Contributing" buildings	10% for first 10 years and any 10-year renewal; if not renewed, 15% in year 11, 20% in year 12	3, 4, or 5b
	Substantially rehabilitated Class 5a properties qualifying as "Landmark" or "Contributing" buildings	10% for first 10 years, 15% in year 11, 20% in year 12	5a

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review (the "Board of Review"), which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of residential property having six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County (the "Circuit Court") or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court. The procedure under this alternative is similar to the judicial review procedure described in the immediately preceding paragraph, however, the standard of proof differs. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

Equalization

After the Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Department is required by statute to review the Assessed Valuations. The Department establishes an equalization factor (the "Equalization Factor"), commonly called the "multiplier," for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is to be equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in the County, regardless of its assessment category, except for certain farmland property and wind energy assessable property, which are not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the EAV of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body's jurisdiction, plus the valuation of property assessed directly by the Department, constitute the total real estate tax base for the taxing body, which is used to calculate tax rates (the "Assessment Base"). The following table sets forth the Equalization Factor for the County for the last 10 tax levy years.

TAX LEVY YEAR	EQUALIZATION FACTOR
2010	3.3000
2011	2.9706
2012	2.8056
2013	2.6621
2014	2.7253
2015	2.6685
2016	2.8032
2017	2.9627
2018	2.9109
2019	2.9160

Exemptions

The Illinois Property Tax Code, as amended (the "Property Tax Code"), exempts certain property from taxation. Certain property is exempt from taxation on the basis of ownership and/or use, including, but not limited to, public parks, not-for-profit schools, public schools, churches, not-for-profit hospitals and public hospitals. In addition, the Property Tax Code provides a variety of homestead exemptions, which are discussed below.

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes ("Residential Property") may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of $10,000 for tax year 2017 and thereafter.

The Long-Time Occupant Homestead Exemption limits the increase in EAV of a taxpayer's homestead property to 10% per year if such taxpayer has owned the property for at least 10 years as of January 1 of the assessment year (or 5 years if purchased with certain government assistance) and has a household income of $100,000 or less ("Qualified Homestead Property"). If the taxpayer's annual income is $75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties.

The Homestead Improvement Exemption applies to Residential Property that has been improved or rebuilt in the two years following a catastrophic event, as defined in the Property Tax Code. The exemption is limited to an annual maximum amount of $75,000 for up to four years, to the extent the Assessed Valuation is attributable solely to such improvements or rebuilding.

The Senior Citizens Homestead Exemption annually reduces the EAV on residences owned and occupied by senior citizens. Beginning with tax year 2017, the maximum exemption is $8,000.

The Senior Citizens Assessment Freeze Homestead Exemption freezes property tax assessments for homeowners who are 65 and older, reside in their property as their principal place of residence and receive a household income not in excess of (i) $55,000 through assessment year 2016 and (ii) $65,000 beginning in assessment year 2017. This exemption grants to qualifying senior citizens an exemption equal to the difference between (a) the current EAV of the residence and (b) the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for the exemption, plus the EAV of improvements since such year. Beginning in tax year 2017, the amount of the exemption is equal to the greater of the amount calculated as described in the previous sentence (as more completely set forth in the Property Tax Code) or $2,000.

Beginning January 1, 2015 purchasers of certain single family homes and residences of one to six units located in certain targeted areas (as defined in the Property Tax Code) can apply for the Community Stabilization Assessment Freeze Pilot Program. To be eligible the purchaser must meet certain requirements for rehabilitating the property, including expenditures of at least $5 per square foot, adjusted by the Consumer Price Index ("CPI"). Upon meeting the requirements, the assessed value of the improvements is reduced by (a) 90% in the first seven years, (b) 65% in the eighth year and (c) 35% in the ninth year. The benefit ceases in the tenth year. The program will be phased out by June 30, 2029.

The Natural Disaster Homestead Exemption (the "Natural Disaster Exemption") applies to homestead properties containing a residential structure that has been rebuilt following a natural disaster occurring in taxable year 2012 or any taxable year thereafter. A natural disaster is an occurrence of widespread or severe damage or loss of property resulting from any catastrophic cause including but not limited to fire, flood, earthquake, wind, or storm. The Natural Disaster Exemption is equal to the EAV of the residence in the first taxable year for which the taxpayer applies for the exemption minus the base amount. To be eligible for the Natural Disaster Exemption, the residential structure must be rebuilt within two years after the date of the natural disaster, and the square footage of the rebuilt residential structure may not be more than 110% of the square footage of the original residential structure as it existed immediately prior to the natural disaster. The Natural Disaster Exemption remains at a constant amount until the taxable year in which the property is sold or transferred.

Three exemptions are available to veterans of the United States armed forces. The Veterans with Disabilities Exemption for Specially-Adapted Housing exempts up to $100,000 of the Assessed Valuation of property owned and used exclusively by veterans with a disability, their spouses or unmarried surviving spouses. Qualification for this exemption requires the veteran's disability to be of such a nature that the federal government has authorized payment for purchase of specially adapted housing under the U.S. Code as certified to annually by the Illinois Department of Veterans Affairs or for housing or adaptations donated by a charitable organization to such disabled veteran.

The Standard Homestead Exemption for Veterans with Disabilities provides an annual homestead exemption to veterans with a service-connected disability based on the percentage of such disability. If the veteran has a (a) service-connected disability of 30% or more but less than 50%, the annual exemption is $2,500, (b) service-connected disability of 50% or more but less than 70%, the annual exemption is $5,000, and (c) service-connected disability of 70% or more, the property is exempt from taxation.

The Returning Veterans' Homestead Exemption is available for property owned and occupied as the principal residence of a veteran in the assessment year, and the year following the assessment year, in which the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a one-time, two-year homestead exemption of $5,000.

Finally, the Homestead Exemption for Persons with Disabilities provides an annual homestead exemption in the amount of $2,000 for property that is owned and occupied by certain disabled persons who meet State-mandated guidelines.

Tax Levy

As part of the annual budgetary process of governmental units (the "Units") with power to levy taxes in the County, the designated body for each Unit annually adopts proceedings to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The County Clerk computes the Unit's maximum allowable levy by multiplying the maximum tax rate for that Unit by the prior year's EAV for all property currently in the City. The prior year's EAV includes the EAV of any new property, the current year value of any annexed property and any recovered tax increment value, minus any disconnected property for the current year under the Limitation Law. The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year's EAV.

Extensions

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the "Warrant Books") along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector's authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

Collections

Property taxes are collected by the County Collector, who is also the County Treasurer, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. A payment due is deemed to be paid on time if the payment is postmarked on the due date. Beginning with the first installment payable in 2010, the first installment is equal to 55% of the prior year's tax bill. However, if a Certificate of Error is approved by a court or certified on or before November 30 of the preceding year and before the estimated tax bills are prepared, then the first installment is instead based on the certain percentage of the corrected prior year's tax bill. The second installment is for the balance of the current year's tax bill, and is based on the then current tax year levy, assessed value and Equalization Factor, and reflects any changes from the prior year in those factors. The following table sets forth the second installment penalty date for the last 10 tax levy years in the County; the first installment penalty date has been March 1 for all such years. However, for 2010, the first installment penalty date was established as April 1 by statute.

TAX LEVY YEAR	SECOND INSTALLMENT PENALTY DATE
2010	November 1, 2011
2011	August 1, 2012
2012	August 1, 2013
2013	August 1, 2014
2014	August 3, 2015
2015	August 1, 2016
2016	August 1, 2017
2017	August 1, 2018
2018	August 1, 2019
2019(1)	October 1, 2020

Note: (1) Source: Cook County Clerk's Office. Due to the impact of COVID-19, Cook County approved an ordinance declaring that no interest will accrue on the second installment of 2019 taxes, due on August 3, 2020, provided the taxes are paid on or before October 1, 2020. Said ordinance was amended in November 2020, providing that the first installment of property taxes for the 2020 tax year will be due on March 2, 2021, and the second installment will be due on August 2, 2021, but that no interest penalties for any late payments of tax year 2020 taxes will accrue until after May 3, 2021, for the first installment of taxes and October 1, 2021, for the second installment of taxes.

It is possible that the changes to the assessment appeals process described above will cause delays similar to those experienced in past years in preparation and mailing of the second installment in future years. The County may provide for tax bills to be payable in four installments instead of two. However, the County has not required payment of tax bills in four installments. During the periods of peak collections, tax receipts are forwarded to each Unit on a weekly basis. Upon receipt of taxes from the County Collector, the City promptly credits the taxes received to the funds for which they were levied.

With 90 days following the second installment due date, the County Collector presents the Warrant Books to the Circuit Court and applies for a judgment for all unpaid taxes. The court orders resulting from the application for judgment provides for an Annual Tax Sale (the "Annual Tax Sale") of unpaid taxes shown on that year's Warrant Books. A public sale is held, at which time successful tax buyers pay the unpaid taxes plus penalties. In each such public sale, the collector can use any "automated means." Unpaid taxes accrue penalties at the rate of 1.5% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the amount paid at the sale, plus a maximum of 12% for each six-month period after the sale. If no redemption is made within the applicable redemption period (ranging from six months to two and one-half years depending on the type and occupancy of the property) and the tax buyer files a petition in the Circuit Court, notifying the necessary parties in accordance with the applicable law, the tax buyer receives a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and the property becomes eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest accrued to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

The Scavenger Sale (the "Scavenger Sale"), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is held every two years on all property on which two or more years' taxes are delinquent. The sale price of the unpaid taxes is the amount bid at such sale, which may be less than the amount of delinquent taxes. Redemption periods vary from six months to two and a half years depending upon the type and occupancy of the property.

The City is a Home Rule unit of government and is not subject to the Limitation Law.

Truth in Taxation Law

Legislation known as the Truth in Taxation Law (the "Law") limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels. The provisions of the Law do not apply to levies made to pay principal of and interest on the Bonds. The City covenanted in the Bond Ordinance that it will not take any action or fail to take any action which would adversely affect the ability of the City to levy and collect the taxes levied by the City for payment of principal of and interest on the Bonds. The City also covenanted that it and its officers will comply with all present and future laws concerning the levy, extension and collection of such taxes levied by the City, collected and deposited as provided in the Bond Ordinance.

FINANCIAL INFORMATION

Summary of Financial Information

The City's financial statements are audited annually by certified public accountants. The City's financial statements are completed on a modified accrual basis of accounting consistent with generally accepted accounting principles applicable to governmental entities.

The following summary of financial information is taken from the CAFR of the City for fiscal years ended December 31, 2015 through December 31, 2019. This summary does not purport to be complete, copies of which are available upon request. Reference should be made to the CAFR for fiscal year ended December 31, 2019 included as **APPENDIX A** of this Official Statement. Sikich LLP has neither reviewed nor approved this summary.

No Consent or Updated Information Requested of the Auditor

The tables contained in this **"FINANCIAL INFORMATION"** section (the "Excerpted Financial Information") are from the audited financial statements of the City, including the audited financial statements for the fiscal year ended December 31, 2020 (the "2020 Audit"), which was approved by formal action of the City Council and attached to this Official Statement as **APPENDIX A**. The City has not requested the Auditor to update information contained in the Excerpted Financial Information or the 2020 Audit; nor has the City requested that the Auditor consent to the use of the Excerpted Financial Information or the 2020 Audit in this Official Statement. Other than as expressly set forth in this Official Statement, the financial information contained in the Excerpted Financial Information and 2020 Audit has not been updated since the date of the 2020 Audit. The inclusion of the Excerpted Financial Information and 2020 Audit in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2020 Audit. Questions or inquiries relating to financial information of the City since the date of the 2020 Audit should be directed to the City.

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Statement of Net Position*(1)*

	Audited as of December 31				
	2016	2017	2018	2019	2020
ASSETS:					
Cash and Equivalents	$ 18,901,196	$ 15,457,547	$ 22,062,904	$ 15,356,403	$ 30,159,541
Investments	20,845,279	22,197,493	30,529,881	39,997,847	15,719,663
Receivables, Net of Allowance for Uncollectibles:					
Property Taxes	40,496,906	40,970,189	42,535,188	46,888,583	47,691,027
Utility Taxes	810,741	773,993	691,680	694,112	642,025
Notes	8,143,355	8,435,420	300,000	400,000	200,000
Loans	0	0	8,287,151	7,932,682	8,268,718
Special Assessments	236,596	616,153	505,950	482,723	534,032
Other	2,019,471	1,890,739	2,242,069	974,586	1,212,035
Due from Other Governments	8,099,813	6,897,928	7,594,341	9,131,085	8,119,534
Due from Component Unit	843,954	0	184,855	0	261,892
Due from Fiduciary Funds	5,000	10,000	0	0	0
Internal Balances	217,508	142,598	(20,676)	(816,877)	3,259,460
Inventories	881,649	963,433	1,257,595	1,407,988	1,601,988
Prepaid Items	2,437,950	1,505,795	543,658	2,231,472	3,259,527
Net Pension Asset - IMRF	0	0	8,569,417	0	2,414,619
Capital Assets:					
Capital Assets Not Being Depreciated	26,043,940	37,236,311	53,638,172	87,412,008	40,405,297
Capital Assets Being Depreciated, Net	141,634,859	136,489,442	132,969,350	131,245,836	186,226,767
Total Assets	$271,618,217	$273,587,041	$311,891,535	$343,338,448	$349,976,125
DEFERRED OUTFLOWS OF RESOURCES:					
Pension Items - Police	$ 13,132,006	$ 17,597,313	$ 18,486,534	$ 22,189,652	$13,164,327
Pension Items - Fire	8,498,842	13,605,333	12,660,843	15,614,276	9,989,183
OPEB Items	0	0	0	2,466,349	4,308,383
Pension Items - IMRF	18,078,641	12,906,817	2,816,383	17,493,657	5,268,102
Total Deferred Outflows of Resources	$ 39,709,489	$ 44,109,463	$ 33,963,760	$ 57,763,934	$ 32,729,995
Total Assets and Deferred Outflows of Resources	$311,327,706	$317,696,504	$345,855,295	$401,102,382	$382,706,120
LIABILITIES:					
Vouchers Payable	$ 6,966,964	$ 9,540,454	$ 9,305,731	$ 16,577,344	$ 7,932,806
Accrued Payroll	839,121	1,110,921	1,164,967	2,261,457	3,122,598
Accrued Interest	340,667	378,652	416,505	487,754	614,684
Due to Other Governments	442,788	94,969	98,654	128,501	770,279
Due to Component Unit	309,962	12,794	0	324,908	0
Due to Fiduciary Fund	60,757	60,020	71,534	33,398	59,189
Unearned Revenue	1,246,032	1,092,133	1,062,423	1,075,374	0
Noncurrent Liabilities:					
Due Within One Year	21,946,797	16,556,417	17,560,617	16,025,178	13,329,264
Due in More Than One Year	337,312,768	341,857,594	380,901,001	410,052,020	380,744,311
Total Liabilities	$369,465,856	$370,703,954	$410,581,432	$446,965,934	$406,573,131
DEFERRED INFLOWS OF RESOURCES:					
Pension Items - Police Pension	$ 1,524,126	$ 2,678,500	$ 7,430,082	$ 7,823,290	$ 18,095,147
Pension Items - Fire Pension	0	2,699,350	2,645,470	6,779,910	11,154,371
Pension Items - IMRF	0	1,693,721	14,763,695	3,770,156	9,727,187
OPEB Items	0	0	1,090,158	986,277	3,295,880
Property Taxes Levied for Future Periods	40,496,906	40,970,189	42,535,188	46,888,583	47,673,467
Total Deferred Inflows of Resources	$ 42,021,032	$ 48,041,760	$ 68,464,593	$ 66,248,216	$ 89,946,052
Total Liabilities and Deferred Inflows of Resources	$411,486,888	$418,745,714	$479,046,025	$513,214,150	$496,519,183
NET POSITION:					
Net Investment in Capital Assets	$ 51,587,637	$ 51,574,591	$ 52,536,443	$ 53,783,908	$ 65,388,067
Restricted	18,523,340	11,990,220	8,708,515	15,555,267	19,843,337
Unrestricted	(170,270,160)	(164,614,021)	(194,435,688)	(181,450,943)	(199,044,467)
Total Net Position	$(100,159,183)	$(101,049,210)	$(133,190,730)	$(112,111,768)	$(113,813,063)

Note: (1) Source: the City's audited financial statements for years ending December 31, 2016-2020.

Statement of Activities
Governmental Activities
Net (Expense) Revenue and Changes in Net Position*(1)*

	For the Fiscal Year Ended December 31				
	2016	2017	2018	2019	2020
GOVERNMENTAL ACTIVITIES:					
General Management and Support	$ (8,062,835)	$ (12,716,564)	$ (11,011,284)	$ (10,634,147)	$ (10,425,696)
Public Safety	(51,929,456)	(57,355,765)	(76,193,234)	(51,408,088)	(76,894,452)
Public Works	(8,990,122)	(21,699,349)	(19,838,572)	(17,792,490)	(11,862,804)
Health and Human Resource Development	(2,200,993)	(2,211,601)	(2,389,876)	(1,839,648)	(2,993,669)
Recreational and Cultural Opportunities	(8,401,069)	(8,621,626)	(7,732,640)	(4,700,095)	3,722,830
Housing and Economic Development	(8,064,132)	3,392,458	(665,896)	2,915,784	(10,859,818)
Interest	(3,778,833)	(3,354,290)	(4,683,429)	(5,453,818)	(5,252,478)
Total Governmental Activities	$ (91,427,440)	$(102,566,737)	$(122,514,931)	$ (88,912,502)	$(114,566,087)
GENERAL REVENUES:					
Taxes:					
Property Tax	$ 45,610,041	$ 46,563,227	$ 47,101,540	$ 44,162,966	$ 51,655,091
Other Taxes	4,558,031	7,034,356	8,322,498	9,257,763	6,796,543
Personal Property Replacement Taxes	1,421,037	1,394,387	1,350,173	1,744,366	1,500,129
Sales and Home Rule Tax	17,932,528	16,070,630	16,962,657	16,905,373	16,444,775
Utility Tax	6,661,934	6,607,719	6,667,199	6,372,647	5,856,287
Liquor Tax	2,647,321	3,009,899	3,211,772	3,367,406	2,878,922
Parking Tax	2,616,846	2,965,327	2,983,168	3,271,175	2,423,938
Real Estate Transfer Tax	3,527,714	3,888,522	3,805,801	2,671,279	3,251,428
Income Tax	7,155,930	6,767,021	7,185,203	7,991,868	8,202,429
Investment Income	118,340	234,780	778,276	1,669,433	422,559
Miscellaneous	4,628,123	3,343,422	5,260,067	4,373,920	3,213,994
Transfers	433,484	3,797,420	1,480,488	8,203,268	10,218,697
Total General Revenues	$ 97,311,329	$ 101,676,710	$ 105,108,842	$ 109,991,464	$ 112,864,792
Change in Net Position	$ 5,883,889	$ (890,027)	$ (17,406,089)	$ 21,078,962	$ (1,701,295)
Net Position - Beginning of Year	$(106,043,072)(2)	$(100,159,183)	$(115,784,641)(2)	$(133,190,730)	$(112,111,768)
Net Position - End of Year	$(100,159,183)	$(101,049,210)	$(133,190,730)	$(112,111,768)	$(113,813,063)

Notes: (1) Source: the City's audited financial statements for years ending December 31, 2016-2020.
(2) As restated.

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General Fund*(1)*
Balance Sheet

	Audited as of December 31				
	2016	2017	2018	2019	2020
ASSETS:					
Cash and Equivalents	$ 1,230,734	$ 4,036,411	$ 3,061,672	$ 7,227,257	$12,936,503
Investments	5,093,668	1,731,308	1,046,721	1,508,466	698,440
Receivables:					
Property Taxes	28,177,453	28,599,196	30,009,195	32,472,987	31,408,539
Utility	810,741	773,993	691,680	694,112	642,025
Notes	200,000	300,000	300,000	400,000	200,000
Other	1,548,313	1,861,808	2,237,788	929,505	1,141,203
Due from Other Governments	7,066,670	6,120,698	6,878,584	7,805,551	6,937,382
Due from Component Unit	193,159	0	184,855	0	261,892
Due from Other Funds	3,430,218	3,846,698	5,598,151	7,318,558	5,833,888
Advances to Fiduciary Funds	5,000	10,000	0	0	0
Advances to Other Funds	122,663	0	0	0	0
Inventories	0	0	9,966	15,394	19,606
Total Assets	$47,878,619	$47,280,112	$50,018,612	$58,371,830	$60,079,478
LIABILITIES:					
Vouchers Payable	$ 3,042,151	$ 3,569,393	$ 2,997,845	$ 3,194,607	$ 2,184,536
Accrued Payroll	839,121	1,110,921	1,164,967	2,261,457	3,122,598
Due to Other Funds	3,368,372	23,967	0	0	0
Due to Component Unit	0	0	0	324,908	0
Due to Other Governments	0	0	0	0	629,652
Due to Fiduciary Funds	60,757	60,020	71,534	33,398	59,189
Advances from Other Funds	476,800	476,800	1,857,600	4,119,200	4,000,000
Unearned Revenue	246,032	92,133	62,423	75,374	0
Total Liabilities	$ 8,033,233	$ 5,333,234	$ 6,154,369	$10,008,944	$ 9,995,975
DEFERRED INFLOWS OF RESOURCES:					
Property Taxes Levied for Future Periods	$28,177,453	$28,599,196	$30,009,195	$32,472,987	$31,408,539
Total Deferred Inflows of Resources	$28,177,453	$28,599,196	$30,009,195	$32,472,987	$31,408,539
Total Liabilities and Deferred Inflows of Resources	$36,210,686	$33,932,430	$36,163,564	$42,481,931	$41,404,514
FUND BALANCES:					
Nonspendable	$ 0	$ 300,000	$ 309,966	$ 415,394	$ 219,606
Assigned	5,045,638	4,179,617	4,303,220	4,329,586	3,867,167
Unassigned	6,622,295	8,868,065	9,241,862	11,144,919	14,588,191
Total Fund Balances	$11,667,933	$13,347,682	$13,855,048	$15,889,899	$18,674,964
Total Liabilities, Deferred Inflows, and Fund Balances	$47,878,619	$47,280,112	$50,018,612	$58,371,830	$60,079,478

Note: (1) Source: the City's audited financial statements for years ending December 31, 2016-2020.

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General Fund*(1)*
Statement of Revenues, Expenditures and Changes in Fund Balances

	For the Fiscal Year Ended December 31				
	2016	2017	2018	2019	2020
REVENUES:					
Taxes	$ 54,336,773	$ 58,812,954	$ 60,830,670	$ 62,839,205	$ 61,844,183
Licenses and Permits	17,933,413	13,357,610	11,663,823	10,011,661	11,852,700
Intergovernmental	18,445,108	18,024,694	19,045,016	19,855,436	20,623,159
Charges for Service	8,694,803	8,679,945	9,993,411	8,840,673	7,878,650
Fines and Forfeits	3,611,901	3,467,693	3,765,058	5,108,237	2,982,548
Investment Income	30,285	38,558	94,929	210,357	69,081
Miscellaneous	1,338,381	1,858,107	2,536,638	1,777,486	1,925,810
Total Revenues	$104,390,664	$104,239,561	$107,929,545	$108,643,055	$107,176,131
EXPENDITURES:					
Current:					
General Management and Support	$ 15,929,441	$ 16,839,903	$ 16,101,597	$ 16,725,107	$ 17,519,219
Public Safety	60,939,168	63,444,262	64,252,245	64,372,499	65,564,462
Public Works	13,240,692	13,032,463	12,616,790	12,881,405	11,566,570
Health and Human Resource Development	3,021,327	3,110,698	3,141,991	2,989,435	3,749,232
Recreational and Cultural Opportunities	11,893,837	12,371,359	12,789,472	12,246,544	9,351,125
Housing and Economic Development	2,455,754	2,536,144	3,260,808	2,902,161	3,131,019
Total Expenditures	$107,480,219	$111,334,829	$112,162,903	$112,117,151	$110,881,627
Excess (Deficiency) of Revenues Over Expenditures	$ (3,089,555)	$ (7,095,268)	$ (4,233,358)	$ (3,474,096)	$ (3,705,496)
OTHER FINANCING SOURCES (USES):					
Transfers In	$ 8,099,626	$ 12,446,096	$ 8,133,142	$ 8,817,013	$ 9,369,103
Transfers Out	(4,046,974)	(3,671,079)	(3,392,418)	(3,308,066)	(2,878,542)
Total Other Financing Sources (Uses)	$ 4,052,652	$ 8,775,017	$ 4,740,724	$ 5,508,947	$ 6,490,561
Net Change in Fund Balances	$ 963,097	$ 1,679,749	$ 507,366	$ 2,034,851	$ 2,785,065
Fund Balances - Beginning of Year	$ 10,704,836	$ 11,667,933	$ 13,347,682	$ 13,855,048	$ 15,889,899
Fund Balances - End of Year	$ 11,667,933	$ 13,347,682	$ 13,855,048	$ 15,889,899	$ 18,674,964

Notes: (1) Source: the City's audited financial statements for years ending December 31, 2016-2020.

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Overview of Budget for Fiscal Years 2018, 2019 and 2020

The total budget of the City for the fiscal year ending December 31, 2018 was $308.8 million. The General Fund portion of the total budget for fiscal year ending December 31, 2018 was $114.2 million. The City ended the fiscal year ending December 31, 2018 for the General Fund with a surplus of $507,366.

The total budget of the City for the fiscal year ending December 31, 2019 was $319.2 million. The General Fund portion of the total budget for fiscal year ending December 31, 2019 was $114.2 million. The City ended the fiscal year ending December 31, 2019 for the General Fund with a surplus of $2.0 million.

The total budget of the City for the fiscal year ending December 31, 2020 is $317.3 million. The General Fund portion of the total budget for fiscal year ending December 31, 2020 is $118.8 million. The City expects the General Fund to end the fiscal year ending December 31, 2020 with a surplus of approximately $1.6 million, excluding transfers.

General Fund*(1)*
Budget Financial Information

	Projected Budget Twelve Months Ending 12/31/2020	Interim ____ Months Ending / /2021
REVENUES:		
Property Taxes	$ 30,386,622	
Other Taxes	55,040,000	
Oher Revenue	1,055,000	
Licenses, Permits and Fees	7,663,550	
Charges for Services	10,187,350	
Interfund Transfers	8,599,103	
Fines and Forfeitures	4,670,500	
Intergovernmental Revenue	1,006,967	
Interest Income	55,100	
Total Revenues	$118,664,192	
EXPENDITURES:		
General Government	$ 19,810,305	
Community Development	4,226,659	
Police	42,585,548	
Fire Management and Support	26,850,760	
Health	1,397,250	
Parks, Recreation and Community Service	11,821,200	
Public Works Agency	12,630,021	
Total Expenditures	$119,321,743	
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (657,551)	

Note: (1) Source: the City.

Insurance Coverage

The City maintains commercial all-risk property insurance with regard to City facilities, subject to a deductible of $75,000 per occurrence. The City maintains general liability insurance for claims in excess of $2.0 million per occurrence.

PENSION AND RETIREMENT OBLIGATIONS[(1)]

Illinois Municipal Retirement Fund

The City contributes to the Illinois Municipal Retirement Fund ("IMRF"), a defined benefit agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local governments and school districts in the State (other than those covered by the Police or Firefighters' Pension Plan). The Illinois Pension Code establishes the benefit provisions of the plan that can only be amended by the Illinois General Assembly. IMRF issues a publicly available financial report that includes financial statements and supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at www.imrf.org or by writing to the Illinois Municipal Retirement Fund, 2211 York Road, Suite 500, Oak Brook, Illinois 60523.

Plan Administration. All employees hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required; benefits and refunds are recognized as an expense and liability when due and payable.

Plan Membership. At December 31, 2018, IMRF membership consisted of the following[1]:

Inactive employees or their beneficiaries currently receiving benefits	681
Inactive employees entitled to but not yet receiving benefits	376
Active employees	532
Total	1,589

The IMRF data included in the table above included membership of both the City and the Library.

Benefits Provided. IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011 are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter. Employees hired on or after January 1, 2011 are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter. IMRF also provides death and disability benefits. These benefit provisions and all other requirements are established by state statute.

Contributions. Employees participating in IMRF are required to contribute 4.50% of their annual covered salary to IMRF. The member rate is established by State statute. The City is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The employer contribution rate for the calendar year ended December 31, 2019 was 6.2% of covered payroll, down from 9.4% in 2018 and 9.9% in 2017.

(1) Source: the City's audited financial statement for fiscal year ending December 31, 2019.

[1] p. 56, 2019 CAFR, Note 13

Actuarial Assumptions. The City's net pension liability for IMRF was measured as of December 31, 2018 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions:

Actuarial Valuation Date	12/31/2018
Actuarial Cost Method	Entry-age Normal
Asset Valuation Method	Fair Value
Amortization Method	Level Percent of Pay, Closed
Amortization Period	25 years
Inflation Rate	2.50%
Salary Increases	3.39% - 14.25%
Interest Rate	7.25%
Cost of Living Adjustments, Compounded Annually	3.00%

For nondisabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for nondisabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience. Changes in assumptions related to retirement age and mortality were made since the prior measurement date.

Discount Rate. The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the City's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

Discount Rate Sensitivity. The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the City calculated using the discount rate of 7.25% as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (6.25%) or one percentage point higher (8.25%) than the current rate:

		Current Discount Rate	
	1% Decrease (6.25%)	(7.25%)	1% Increase (8.25%)
City	$47,799,263	$21,001,738	$(1,147,714)
Library	5,140,446	2,258,576	(123,428)
Total	$52,939,709	$23,260,314	$(1,271,142)

Illinois Municipal Retirement Fund

Schedule of Changes in Net Pension Liability and Related Ratios[2]

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability (Asset)
Balances at January 1, 2018	**$234,141,501**	**$245,990,805**	**$(11,849,304)**
Changes for the period			
Service Cost	3,671,434	-	3,671,434
Interest	17,185,510	-	17,185,510
Difference between expected and actual experience	2,992,302	-	2,992,302
Changes in assumptions	6,567,349	-	6,567,349
Employer contributions	-	3,634,209	(3,634,209)
Employee contributions	-	1,847,906	(1,847,906)
Net investment income	-	(14,090,715)	14,090,715
Benefit payments and refunds	(13,674,160)	(13,674,160)	-
Administrative expense	-	-	-
Other (net transfer)	-	3,915,577	3,915,577
Net changes	16,742,435	(18,367,183)	35,109,618
Balances at December 31, 2018	**$250,883,936**	**$227,623,622**	**$23,260,314**

The table presented above includes amounts for both the City and the Library. The City's proportionate share of the net pension liability (asset) at January 1, 2018, the employer contributions, and the net pension liability (asset) at December 31, 2018 was $(10,748,504), $3,281,327, and $21,001,738, respectively. The Library's proportionate share of the net pension liability (asset) at January 1, 2018, the employer contributions and the net pension liability (asset) at December 31, 2018 was $(1,100,800), $352,882, and $2,258,576, respectively.

Police and Firefighters' Pension Plans(1)

Plan Administration. The Police Pension Plan and Firefighters' Pension Plan are contributory, defined benefit public employee retirement plans administered by the City and a Board of Trustees for each fund. All sworn City police officers and firefighters are participants in the plans. The plans do not issue stand-alone financial reports and they are not included in the report of a public employee retirement system or another entity. The City accounts for the Police Pension and Firefighters' Pension Plans as pension trust funds.

The plans are governed by a five-member pension board. Two members appointed by the City's Council, one elected by retired pension members, and two elected by active members, constitute the pension board.

The Police and Firefighters' Pension Plans are accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized on an expense and liability when due and payable.

(1) Source: the City's audited financial statement for fiscal year ending December 31, 2019.

[2] P. 82, 2019 CAFR, Schedule of Changes in the Employer's Net Pension Liability and Related Ratios, Illinois Municipal Retirement Fund

For employer contributions, the City's budget policy is to fund pension plans at the funding level recommended annually by the actuary. The General Fund is used to liquidate the net pension liability.

Benefits Provided. As provided for in the Illinois Compiled Statutes, the Police and Firefighters' Pension Funds provide retirement benefits as well as death and disability benefits to employees grouped into two tiers. Tier 1 is for employees hired prior to January 1, 2011 and Tier 2 is for employees hired after that date. The following is a summary of the Police and Firefighters' Pension Funds as provided for in Illinois Compiled Statutes.

Employees participating in IMRF are required to contribute 4.50% of their annual covered salary to IMRF. The member rate is established by state statute. The City is required to contribute the remaining amounts necessary to fund IMRF as specified by statue. The employer contribution rate for the calendar year ended December 31, 2019 was 6.22% of covered payroll.

Police Pension Plan

Tier 1 - Covered employees attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of one half of the salary attached to the rank on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least 8 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least age 55, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 - Covered employees attaining the age of 55 or more with 10 or more years of creditable service are entitled to receive a monthly pension of 2.5% of the final average salary for each year of creditable service. The salary is initially capped at $106,800 but increases annually thereafter and is limited to 75% of final average salary. Employees with 10 or more years of creditable service may retire at or after age 50 and receive a reduced retirement benefit. The monthly pension of a police officer shall be increased annually on the January 1 occurring either on or after the attainment of age 60 or the first anniversary of the pension start date, whichever is later. Each annual increase shall be calculated at 3% or one-half the annual unadjusted percentage increase in the consumer price index ("CPI"), whichever is less.

Firefighters' Pension Plan

Tier 1 - Covered employees attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive a monthly retirement benefit of one-half of the monthly salary attached to the rank held in the fire service at the date of retirement. The monthly pension shall be increased by one-twelfth of 2.5% of such monthly salary for each additional month over 20 years of service through 30 years of service to a maximum of 75% of such monthly salary. Employees with at least 10 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 – Covered employees attaining the age of 55 or more with 10 or more years of creditable service are entitled to receive a monthly pension of 2.5% of the final average salary for each year of creditable service. The salary is initially capped at $106,800 but increases annually thereafter and is limited to 75% of final average salary. Employees with 10 or more years of creditable service may retire at or after age 50 and receive a reduced retirement benefit. The monthly pension of a firefighter shall be increased annually on the January 1 occurring either on or after the attainment of age 60 or the first anniversary of the pension state date, whichever is later. Each annual increase shall be calculated at 3% or one-half the annual unadjusted percentage increase in the CPI, whichever is less.

Plan Membership. At January 1, 2019, plan membership consisted of the following[3]:

	Police	Firefighters'
Inactive plan members or their beneficiaries currently receiving benefits	183	144
Inactive plan members entitled to but not yet receiving benefits	20	2
Active plan members	158	99
Total	361	245

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City's contributions must accumulate to the point where the past service cost for the Police Pension Plan is 90% funded by the year 2040. For the year ended December 31, 2019, the City's contribution was 65.7% of covered payroll.

Participants contribute a fixed percentage of their base salary to the Firefighters' Pension Plan. At December 31, 2019, the contribution percentage was 9.455%. If a participant leaves covered employment with less than 20 years of service, accumulated participant contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City's contributions must accumulate to the point where the past service cost for the Firefighters' Pension Plan is 90% funded by the year 2040. For the year ended December 31, 2019, the City's contribution was 79.9% of covered payroll.

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[3] P. 61, 2019 CAFR, City of Evanston, IL, Note 13

Actuarial Assumptions. The City's total pension liability was determined by an actuarial valuation performed using the following actuarial methods and assumptions:

	Police	Firefighters'
Actuarial Valuation Date	12/31/2019	12/31/2019
Actuarial Cost Method	Entry-age Normal	Entry-age Normal
Asset Valuation Method	Fair Value	Fair Value
Inflation Rate	2.50%	2.50%
Salary Increases	7.36% - 3.62%	7.36% - 3.62%
Interest Rate	6.50%	6.50%
Cost of Living Adjustments	3.00% - 1.25%	3.00% - 1.25%

Mortality rates were based on the RP-2000 Combined Healthy Mortality table with a Blue Collar Adjustment; disabled mortality rate is based on RP-2000 Disabled Retiree Mortality table.

Discount Rate. The discount rate used to measure both the total police pension liability and the total firefighters' pension liability was 6.50%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contribution will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, both the Police Pension Plan's and the Firefighter's Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

Discount Rate Sensitivity. The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the City calculated using the discount rate of 6.50% as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (5.50%) or one percentage point higher (7.50%) than the current rate:

		Current Discount Rate[4]	
	1% Decrease (5.50%)	(6.50%)	1% Increase (7.50%)
Police	$144,043,342	$109,646,586	$81,422,570
Firefighters'	122,410,362	97,187,735	76,473,617
Total	$266,453,704	$206,834,321	$157,896,187

Schedule of Changes in Net Pension Liability and Related Ratios[5]

Total Pension Liability – Calendar Year Ending December 31, 2019		
	Police	Firefighters'
Service Cost	$ 3,980,758	$ 2,763,258
Interest	15,128,398	11,061,538
Changes in Benefit Terms	853,365	799,936
Difference Between Expected and Actual Experience	4,364,013	5,218,449
Changes of Assumptions	4,127,403	4,549,731
Benefit Payments, including Refunds of Employee Contributions	(12,522,660)	(9,624,766)
Net Change in Total Pension Liability	15,931,277	14,768,146
Total Pension Liability – Beginning of Year	235,025,150	172,226,630
Total Pension Liability – End of Year	$250,956,427	$186,994,776

[4] P. 68, 2019 CAFR, Note 13

[5] pp. 83-84, 2019 CAFR, Schedule of Changes in the Employers Net Pension Liabilities and Related Ratios

Plan Fiduciary Net Position – Calendar Year Ending December 31, 2019

	Police	Firefighters'
Contributions – Employer	$ 10,502,308	$ 8,266,584
Contributions – Employee	1,583,631	954,112
Net investment income	25,043,593	14,527,581
Benefit payments, including Refunds of Member Contributions	(12,522,660)	(9,624,766)
Administrative Expense	(52,088)	(97,588)
Net Change in Plan Fiduciary Net Position	24,554,784	14,025,923
Plan Fiduciary Net Position – Beginning	$116,755,057	$ 75,781,118
Plan Fiduciary Net Position – Ending	$141,309,841	$ 89,807,041
Employer Net Pension Liability	$109,646,586	$ 97,187,735
Plan Fiduciary Net Position as a Percent of Total Pension Liability	56.31%	48.03%

Schedule of Employer Contributions[6]

Police Pension Plan

Fiscal Year Ended December 31,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Percent Contributed	Covered Employee Payroll	Contribution as a Percent of Covered Employee Payroll
2019	$10,502,308	$10, 502,308	$ -	100.0%	$15,980,131	65.7%
2018	10,462,704	10,462,704	-	100.0%	15,845,701	66.0%
2017	10,237,200	10,300,549	(63,349)	100.6%	15,352,846	67.1%
2016	9,380,940	9,450,824	(69,884)	100.7%	17,474,672	54.1%
2015	8,257,475	8,804,264	(546,789)	106.6%	14,921,328	59.0%

Firefighters' Pension Plan

Fiscal Year Ended December 31,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Percent Contributed	Covered Employee Payroll	Contribution as a Percent of Covered Employee Payroll
2019	$8,266,584	$8, 266,584	$ -	100.0%	$10,314,544	79.9%
2018	8,344,947	8,344,947	-	100.0%	11,618,255	71.8%
2017	8,148,709	8,205,800	(57,091)	100.7%	10,311,920	79.6%
2016	7,350,865	7,396,641	(45,776)	100.6%	10,546,779	70.1%
2015	$5,903,483	6,385,244	(481,761)	108.2%	10,396,357	61.4%

[6] pp. 80-81, 2019 CAFR, Required Supplemental Information

OTHER POSTEMPLOYMENT BENEFITS[(1)]

The City and the Library administer a single-employer defined benefit health care plan which provides coverage to active employees and retired members. Benefit provisions are established through collective bargaining agreements and state that eligible retires and their spouses at established contribution rates.

The City's and Library's group health insurance plan provides coverage to active employees and retirees (or other qualified terminated employees) at blended premium rates. This results in another postemployment benefit ("OPEB") for the retirees, commonly referred to as an implicit rate subsidy. The group health insurance plan does not issue a publicly available financial report.

Contribution requirements are established through State laws. The City and Library implicitly contribute the difference between retiree's contributions and unblended rates. Retirees pay 100% of the blended premiums to cover themselves and their covered dependents ranging from $540 for single coverage to $1,984 for family coverage. The City pays 100% of health care premiums for police officers and firefighters, their dependents, and their surviving spouses and dependent children if they were injured or killed in the line of duty during an emergency, ranging from $493 for single coverage to $1,984 for family coverage. For the year ended December 31, 2019, the City and Library's estimated contribution to the plan is $860,932. The City's and the Library's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with parameters of GASB Statement No. 75. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years.

Plan Membership. At December 31, 2019, membership consisted of the following:

Retirees and beneficiaries currently receiving benefits	62
Terminated employees entitled to but not yet receiving benefits	14
Active employees	710
Total	786

(1) Source: the City's audited financial statement for fiscal year ending December 31, 2019.

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REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds to be kept at the designated corporate trust office of the Bond Registrar in Chicago, Illinois. The City will authorize to be prepared, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less Bonds previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond beginning at the close of business on the fifteenth day of the month next preceding any interest payment date on such Bond (known as the record date) and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bonds shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a bond surrendered for redemption.

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the "Code").

In rendering its opinion, Bond Counsel will rely upon certifications of the City with respect to certain material facts within the City's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the "OID Issue Price") for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Bonds may be different from the prices set forth, or the prices corresponding to the yields set forth, on the cover page hereof.

If the OID Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Bonds (the "OID Bonds") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the OID Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the City complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Department of Revenue of the State of Illinois under State income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the OID Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity or, in the case of an OID Bond, its OID Issue Price plus accreted original issue discount (the "Revised Issue Price"), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in Congress legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

CONTINUING DISCLOSURE

The City will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. No person, other than the City, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under **"THE UNDERTAKING."**

The City, pursuant to issuing its prior bonds, entered into continuing disclosure undertakings (the "Prior Undertakings") to disseminate its audited financial statements and annual financing information (together, the "Annual Report") and to file notice of certain events with respect to such prior bonds to certain information repositories as required by the Rule. The list of events for which the City is required to provide notice includes rating changes on the prior bonds.

The City failed to file its Annual Report for fiscal year 2015 and failed to file its annual financial information for fiscal year 2017 within the required timeframe pursuant to the Prior Undertakings for certain of its prior bonds. Notices of such failures have since been filed on EMMA for the City's outstanding prior bonds.

The City failed to file notices of certain rating changes by Moody's Investors Service on certain of its prior bonds within the required timeframe pursuant to the Prior Undertakings and the Rule. Notices of such rating changes have since been filed on EMMA for the City's outstanding prior bonds.

The City has put procedures in place to ensure timely compliance with all of its continuing disclosure undertakings. A failure by the City to comply with the Undertaking will not constitute a default under the Bond Ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See **"THE UNDERTAKING – Consequences of Failure of the City to Provide Information"** herein. A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

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THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the City and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the City.

Annual Financial Information Disclosure

The City covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any, (as described below) to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information within 270 days after the last day of the City's fiscal year (currently December 31). If Audited Financial Statements are not available when the Annual Financial Information is filed the City will submit Audited Financial Statements to the MSRB's Electronic Municipal Market Access ("EMMA") system within 30 days after availability to the City. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

"Annual Financial Information" means:

1. The tables under the heading of **"FINANCES"** within this Official Statement;
2. Certain tables under the heading "**PROPERTY ASSESSMENT AND TAX INFORMATION"** within this Official Statement entitled **"Historical EAV"**, "**EAV By Classification of Property"**, **"Representative Tax Rates"**, and **"Tax Extensions and Collections"**;
3. All of the tables under the heading "**DEBT INFORMATION"** (other than the table entitled **"Total and Scheduled for Abatement General Obligation Debt Service"**) within this Official Statement; and
4. All of the tables under the heading **"FINANCIAL INFORMATION" (Excluding Budget and Estimated Financial Information)** within this Official Statement.

"Audited Financial Statements" means financial statements of the City as audited annually by independent certified public accountants. Audited Financial Statements are expected to continue to be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (i.e., as subject to the pronouncements of the Governmental Accounting Standards Board and subject to any express requirements of State law).

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Reportable Events Disclosure

The City covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. The "Events" are:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to the rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City*;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material**; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.**

** This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.*

***The term "financial obligation" means a: (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term "financial obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.*

Consequences of Failure of the City to Provide Information

The City shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the City to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Bond Ordinance, and the sole remedy under the Undertaking in the event of any failure of the City to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the City by resolution or ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

(a) (i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking shall be terminated if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Bond Ordinance.

Future Changes to the Rule

Notwithstanding anything in the Undertaking to the contrary, in the event the Commission, the MSRB or other regulatory authority approves or requires changes to the requirements of the Rule, the City is permitted, but is not be required, to unilaterally modify the covenants in of the Undertaking, without complying with the requirements described in **"- Termination of Undertaking"** above, in order to comply with, or conform to, such changes. In the event of any such modification of the Undertaking, the City will file a copy of the Undertaking, as revised, on EMMA in a timely manner.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by the Undertaking, the City shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through its EMMA system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

OPTIONAL REDEMPTION

The Bonds due December 1, 2022-2030, inclusive, are not subject to optional redemption. The Bonds due December 1, 2031-2041, inclusive, are callable in whole or in part on any date on or after December 1, 2030, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the City and within any maturity by lot.

The Bond Registrar will give notice of redemption, identifying the Bonds (or portions thereof) to be redeemed, by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond (or portion thereof) to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed are received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption will be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the City will not redeem such Bonds, and the Bond Registrar will give notice, in the same manner in which the notice of redemption has been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City will deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on the date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as described above and in the Bond Ordinance, and notwithstanding failure to receive such notice, the Bonds or portions of Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds will be paid by the Bond Registrar at the redemption price.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the issuance or sale thereof. There is no litigation now pending, or to the knowledge of the City, threatened against the City that is expected to materially impact the financial condition of the City.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel (the "Bond Counsel"), who has been retained by, and acts as, Bond Counsel to the City. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the City, reviewed only those portions of this Official Statement involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), and the description of the federal tax exemption of the interest on the Bonds. This review was undertaken solely at the request and for the benefit of the City and did not include any obligation to establish or confirm factual matters set forth herein.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the City, and all expressions of opinion, whether or not so stated, are intended only as such.

INVESTMENT RATING

The City has supplied certain information and material concerning the Bonds and the City to the rating service shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for an investment rating on the Bonds. A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from such rating agency. Generally, such rating service bases its rating on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such rating will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating service if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the secondary market price of the Bonds. Except as may be required by the Undertaking described under the heading **"CONTINUING DISCLOSURE"**, the form of which is attached hereto as **APPENDIX D**, neither the City nor the Underwriter undertakes responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of the rating or to oppose any such revision or withdrawal. An explanation of the significance of the investment rating may be obtained from the rating agency: S&P Global Ratings, 55 Water Street, New York, New York 10041, telephone 212-438-2000. The City will provide appropriate periodic credit information to the rating service to maintain a rating on the Bonds.

DEFEASANCE

Any Bond or Bonds (a) which are paid and cancelled; (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon; or (c) (i) for which sufficient funds and Defeasance Obligations (as hereinafter defined) have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, (ii) accompanied by an opinion of Bond Counsel or other bond counsel as to compliance with the covenants with respect to such Bonds, and (iii) accompanied by an express declaration of defeasance by the City Council; shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund (each as defined in the Bond Ordinance) and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set in the Bond Ordinance herein as such relates to lien and security of the outstanding Bonds. "Defeasance Obligations" means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury ("Directs"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs, or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

UNDERWRITING

The Bonds were offered for sale by the City at a public, competitive sale on August 9, 2021. The best bid submitted at the sale was submitted by _____ (the "Underwriter"). The City awarded the contract for sale of the Bonds to the Underwriter at a price of $_____ (reflecting the par amount of $_____, plus a reoffering premium of $_____, and less an Underwriter's discount of $_____). The Underwriter has represented to the City that the Bonds have been subsequently re-offered to the public initially at the yields set forth in the Final Official Statement.

MUNICIPAL ADVISORS

The City has engaged Speer Financial, Inc., Chicago, Illinois and Sycamore Advisors LLC, Chicago, Illinois, as municipal advisors (the "Municipal Advisors") in connection with the issuance and sale of the Bonds. The Municipal Advisors are Independent Registered Municipal Advisors in accordance with the rules of the MSRB. The Municipal Advisors will not participate in the underwriting of the Bonds. The financial information included in this Official Statement has been compiled by the Municipal Advisors from publicly available sources. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Municipal Advisors are not firms of certified public accountants and do not serve in that capacity or provide accounting services in connection with the Bonds. The Municipal Advisors are not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor are the Municipal Advisors obligated by the City's continuing disclosure undertaking.

CERTIFICATION

We have examined this Preliminary Official Statement dated July ___, 2021, for the $14,270,000* General Obligation Corporate Purpose Bonds, Series 2021, believe it to be true and correct and will provide to the purchaser of the Bonds at the time of delivery a certificate confirming to the purchaser that to the best of our knowledge and belief information in the Official Statement, including any addenda thereto, was at the time of delivery of the Bonds true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

/s/ **ERIKA STORLIE**
City Manager
City of Evanston
Cook County, Illinois

/s/ **DANIEL BISS**
Mayor
City of Evanston
Cook County, Illinois

**Subject to change.*

APPENDIX A

CITY OF EVANSTON
COOK COUNTY, ILLINOIS

FISCAL YEAR 2020 AUDITED FINANCIAL STATEMENTS

APPENDIX B

DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

1. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

2. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

3. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

4. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the bond registrar and request that copies of notices be provided directly to them.

5. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

6. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

7. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

8. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX D

CITY OF EVANSTON
COOK COUNTY, ILLINOIS

FORM OF CONTINUING DISCLOSURE UNDERTAKING

OFFICIAL BID FORM

(Open Speer Auction)

August 9, 2021
Speer Financial, Inc.

City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Mayor and City Council:

For the $14,270,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds"), of the City of Evanston, Cook County, Illinois (the "City"), as described in the annexed Official Notice of Sale, which is expressly made a part of this bid, we will pay you $_____ (no less than $_____) to the date of delivery for Bonds, expected to be on or about September 2, 2021, bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%). The premium or discount, if any, is subject to adjustment allowing the same $_____ gross spread per $1,000 bond as bid herein.

MATURITIES – DECEMBER 1

$ 615,000	2022	$990,000	2032
770,000	2023	435,000	2033
1,075,000	2024	450,000	2034
1,110,000	2025	460,000	2035
800,000	2026	475,000	2036
830,000	2027	490,000	2037
865 000	2028	505,000	2038
895,000	2029	520,000	2039
935,000	2030	535,000	2040
965,000	2031	550,000	2041

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois. The City will pay for the legal opinion. The underwriter agrees to **apply for CUSIP numbers within 24 hours** and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Bonds.

As evidence of our good faith, if we are the winning bidder, we will wire transfer the amount of **TWO PERCENT OF PAR** (the "Deposit") **WITHIN TWO HOURS** after the bid opening time to the City's good faith bank and under the terms provided in the Official Notice of Sale for the Bonds. Alternatively, we have wire transferred or enclosed herewith a check payable to the order of the Treasurer of the City in the amount of the Deposit under the terms provided in the Official Notice of Sale for the Bonds. In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the Bonds, on the terms set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds.

Form of Deposit (Check One)

Prior to Bid Opening:
Certified/Cashier's Check [ ]
Wire Transfer [ ]

Within **TWO hours** of Bidding:
Wire Transfer [ ]

Amount: $285,400

Account Manager Information

Name _____

Address _____

By _____

City _____ State/Zip _____

Direct Phone (_____) _____

FAX Number (_____) _____

E-Mail Address _____

Bidders Option Insurance

We have purchased insurance from:

Name of Insurer
(Please fill in)

_____

Premium: _____

Maturities: (Check One)

[__] _____**Years**

[__] All

The foregoing bid is accepted, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Notice of Sale.

CITY OF EVANSTON, COOK COUNTY, ILLINOIS

_____
Mayor

**Subject to change.*

---------- **NOT PART OF THE BID** ----------
(Calculation of true interest cost)

	Bid	**Post Sale Revision**
Gross Interest	$	
Less Premium/Plus Discount	$	
True Interest Cost	$	
True Interest Rate	%	
TOTAL BOND YEARS	136,082.86	
AVERAGE LIFE	9.536 Years	

OFFICIAL NOTICE OF SALE

$14,270,000*
CITY OF EVANSTON
Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2021

(Open Speer Auction)

The City of Evanston, Cook County, Illinois (the "City"), will receive electronic bids on the SpeerAuction (*"SpeerAuction")* website address "www.SpeerAuction.com" for its $14,270,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds"), on an all or none basis between 10:45 A.M. and 11:00 A.M., C.D.T., Monday, August 9, 2021. To bid, bidders must have: (1) completed the registration form on the SpeerAuction website, and (2) requested and received admission to the City's sale (as described below). Award will be made or all bids rejected at a meeting of the City on that date. The City reserves the right to change the date or time for receipt of bids. Any such change shall be made not less than twenty-four (24) hours prior to the revised date and time for receipt of the bids for the Bonds and shall be communicated by publishing the changes in the Amendments Page of the SpeerAuction webpage and through *Thomson Municipal News*.

The Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property of the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds.

(1) All bids must be submitted on the SpeerAuction website at www.SpeerAuction.com. **No telephone, telefax or personal delivery bids will be accepted.** The use of SpeerAuction shall be at the bidder's risk and expense and the City shall have no liability with respect thereto, including (without limitation) liability with respect to incomplete, late arriving and non-arriving bid. Any questions regarding bidding on the SpeerAuction website should be directed to Grant Street Group at (412) 391-5555 x 370.

(2) Bidders may change and submit bids as many times as they like during the bidding time period; provided, however, each and any bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid, when compared to the immediately preceding bid of such bidder. In the event that the revised bid does not produce a lower TIC with respect to a bid the prior bid will remain valid.

(3) If any bid in the auction becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such bid was received by SpeerAuction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two minutes.

(4) The last valid bid submitted by a bidder before the end of the bidding time period will be compared to all other final bids submitted by others to determine the winning bidder or bidders.

(5) During the bidding, no bidder will see any other bidder's bid, but bidders will be able to see the ranking of their bid relative to other bids (i.e., "Leader", "Cover", "3rd" etc.)

(6) On the Auction Page, bidders will be able to see whether a bid has been submitted.

Rules of SpeerAuction

Bidders must comply with the Rules of SpeerAuction in addition to the requirements of this Official Notice of Sale. To the extent there is a conflict between the Rules of SpeerAuction and this Official Notice of Sale, this Official Notice of Sale shall control.

Establishment of Issue Price

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A** to this Official Notice of Sale, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel"). All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, Speer Financial, Inc., Chicago, Illinois ("Speer") and any notice or report to be provided to the City may be provided to Speer.

**Subject to change.*

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) The City shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
(2) all bidders shall have an equal opportunity to bid;
(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in this bid.

(c) If all of the competitive sale requirements are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Bonds to the Underwriter. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the Underwriter on its bid form to determine the issue price for the Bonds. On its bid form, each Underwriter must select one of the following two rules for determining the issue price of the Bonds: (1) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Bonds (the "hold-the-offering-price rule") in each case applied on a maturity-by-maturity basis. If the winning bidder selects to hold-the-offering-price rule, the winning bidder shall promptly advise the City, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds have not satisfied the 10% test and will be subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule or the 10% test, as selected on the bid form, in order to establish the issue price of the Bonds. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the winning bidder shall provide the City with a representation as to the price or prices as the date of closing at which the winning bidder reasonably expects to sell the remaining Bonds of such maturity.

(d) If all of the competitive sale requirements are not satisfied and the Underwriter selects the hold-the-offering price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or
(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public. Within one hour of the award, the winning bidder will inform the City of the initial offering price for each maturity of the Bonds.

(e) If the competitive sale requirements are not satisfied and the winning bidder selects the 10% test, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the winning bidder shall provide the City with a representation as to the price or prices as of the date of closing at which the winning bidder reasonably expects to sell the remaining Bonds of such maturity.

(f) The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires,
(ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and
(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Bonds.

**Subject to change.*

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold to the public or it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, which shall be until the 10% test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of award,

(C) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a winning bidder who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and

(D) to acknowledge that, unless otherwise advised by the underwriter, the winning bidder shall assume that each order submitted by the underwriter is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or until it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and

(B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires, which shall be at least until the 10% test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of the award.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, including, specifically, the purchaser, and (B) any person that agrees pursuant to a written contract directly or indirectly with person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

**Subject to change.*

Rules

(1) A bidder ("Bidder") submitting a winning bid ("Winning Bid") is irrevocably obligated to purchase the Bonds at the rates and prices of the winning bid, if acceptable to the City, as set forth in the related Official Notice of Sale. Winning Bids are not officially awarded to Winning Bidders until formally accepted by the City.

(2) Neither the City, Speer, nor Grant Street Group (the "Auction Administrator") is responsible for technical difficulties that result in loss of Bidder's internet connection with SpeerAuction, slowness in transmission of bids, or other technical problems.

(3) If for any reason a Bidder is disconnected from the Auction Page during the auction after having submitted a Winning Bid, such bid is valid and binding upon such Bidder, unless the City exercises its right to reject bids, as set forth herein.

(4) Bids which generate error messages are not accepted until the error is corrected and bid is received prior to the deadline.

(5) Bidders accept and agree to abide by all terms and conditions specified in the Official Notice of Sale (including amendments, if any) related to the auction.

(6) Neither the City, Speer, nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in the Official Notice of Sale, amendments, or Official Statement as they appear on SpeerAuction.

(7) Only Bidders who request and receive admission to an auction may submit bids. SpeerAuction and the Auction Administrator reserve the right to deny access to SpeerAuction website to any Bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.

(8) Neither the City, Speer, nor the Auction Administrator is responsible for protecting the confidentiality of a Bidder's SpeerAuction password.

(9) If two bids submitted in the same auction by the same or two or more different Bidders result in same True Interest Cost, the first confirmed bid received by SpeerAuction prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in True Interest Cost.

(10) Bidders must compare their final bids to those shown on the Observation Page immediately after the bidding time period ends, and if they disagree with the final results shown on the Observation Page they must report them to SpeerAuction within 15 minutes after the bidding time period ends. Regardless of the final results reported by SpeerAuction, Bonds are definitively awarded to the winning bidder only upon official award by the City. If, for any reason, the City fails to: (i) award Bonds to the winner reported by SpeerAuction, or (ii) deliver Bonds to winning bidder at settlement, neither the City, Speer, nor the Auction Administrator will be liable for damages.

The City reserves the right to reject all proposals, to reject any bid proposal not conforming to this Official Notice of Sale, and to waive any irregularity or informality with respect to any proposal. Additionally, the City reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced on the Amendments Page of the SpeerAuction webpage and through *Thomson Municipal News*.

The Bonds will be in fully registered form in the denominations of $5,000 and integral multiples thereof in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), to which principal and interest payments on the Bonds will be paid. Individual purchases will be in book-entry only form. Interest on each Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such bond is registered at the close of business on the fifteenth day of the month next preceding any interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Bond Registrar (as hereinafter defined) in Chicago, Illinois. Semiannual interest is due June 1 and December 1 of each year commencing June 1, 2022, and is payable by Zions Bancorporation, National Association, Chicago, Illinois (the "Bond Registrar"). The Bonds are dated the date of delivery, expected to be on or about September 2, 2021.

If the winning bidder is not a direct participant of DTC and does not have clearing privileges with DTC, the Bonds will be issued as Registered Bonds in the name of the purchaser. At the request of such winning bidder, the City will assist in the timely conversion of the Registered Bonds into book-entry bonds with DTC as described herein.

MATURITIES – DECEMBER 1

$ 615,000	2022	$990,000	2032
770,000	2023	435,000	2033
1,075,000	2024	450,000	2034
1,110,000	2025	460,000	2035
800,000	2026	475,000	2036
830,000	2027	490,000	2037
865 000	2028	505,000	2038
895,000	2029	520,000	2039
935,000	2030	535,000	2040
965,000	2031	550,000	2041

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Bonds due December 1, 2022-2030, inclusive, are not subject to optional redemption. The Bonds due December 1, 2031-2041, inclusive, are callable in whole or in part and on any date on or after December 1, 2030, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the City and within any maturity by lot.

**Subject to change.*

All interest rates must be in multiples of one-eighth or one one-hundredth of one percent (1/8 or 1/100 of 1%), and not more than one rate for a single maturity shall be specified. The rates bid shall be in non-descending order. The differential between the highest rate bid and the lowest rate bid shall not exceed three percent (3%). All bids must be for all of the Bonds, must be for not less than $_____.

Award of the Bonds: The Bonds will be awarded on the basis of true interest cost, determined in the following manner. True interest cost shall be computed by determining the annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Bonds from the payment dates thereof to the dated date and to the bid price. For the purpose of calculating true interest cost, the Bonds shall be deemed to become due in the principal amounts and at the times set forth in the table of maturities set forth above. In the event two or more qualifying bids produce the identical lowest true interest cost, the winning bid shall be the bid that was submitted first in time on the SpeerAuction webpage.

The Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale whose bid produces the lowest true interest cost rate to the City as determined by the City's Municipal Advisors, which determination shall be conclusive and binding on all bidders; *provided*, that the City reserves the right to reject all bids or any non-conforming bid and reserves the right to waive any informality in any bid. Bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the SpeerAuction Observation Page immediately after the bidding.

The premium or discount, if any, is subject to pro rata adjustment if the maturity amounts of the Bonds are changed, allowing the same dollar amount of profit per $1,000 bond as submitted on the Official Bid Form. The dollar amount of profit must be written on the Official Bid Form for any adjustment to be allowed and is subject to verification.

The true interest cost of each bid will be computed by SpeerAuction and reported on the Observation Page of the SpeerAuction webpage immediately following the date and time for receipt of bids. These true interest costs are subject to verification by the City's Municipal Advisors, will be posted for information purposes only and will not signify an actual award of any bid or an official declaration of the winning bid. The City or its Municipal Advisors will notify the bidder to whom the Bonds will be awarded, if and when such award is made.

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-32. The winning bidder will be required to pay the standard MSRB charge for Bonds purchased. In addition, the winning bidder who is a member of the Securities Industry and Financial Markets Association ("SIFMA") will be required to pay SIFMA's standard charge per bond.

The winning bidder is required to wire transfer from a solvent bank or trust company to the City's good faith bank the amount of **TWO PERCENT OF PAR** (the "Deposit") **WITHIN TWO HOURS** after the bid opening time as evidence of the good faith of the bidder. Alternatively, a bidder may submit its Deposit upon or prior to the submission of its bid in the form of a certified or cashier's check on, or a wire transfer from, a solvent bank or trust company for **TWO PERCENT OF PAR** payable to the Treasurer of the City. The City reserves the right to award the Bonds to a bidder whose wire transfer is initiated but not received within such two hour time period provided that such bidder's federal wire reference number has been received. In the event the Deposit is not received as provided above, the City may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award.

The Deposit of the successful bidder will be retained by the City pending delivery of the Bonds and all others, if received, will be promptly returned. Should the successful bidder fail to take up and pay for the Bonds when tendered in accordance with this Official Notice of Sale and said bid, said Deposit shall be retained as full and liquidated damages to the City caused by failure of the bidder to carry out the offer of purchase. Such Deposit will otherwise be applied on the purchase price upon delivery of the Bonds. No interest on the Deposit will accrue to the purchaser.

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions:

Amalgamated Bank of Chicago
Corporate Trust
30 North LaSalle Street
38th Floor
Chicago, IL 60602
ABA # 071003405
Credit To: 3281 Speer Bidding Escrow
RE: City of Evanston, Cook County, Illinois bid for
$14,270,000* General Obligation Corporate Purpose Bonds, Series 2021

Contemporaneously with such wire transfer, the winning bidder shall send an email to biddingescrow@aboc.com with the following information: (1) indication that a wire transfer has been made, (2) the amount of the wire transfer, (3) the issue to which it applies, and (4) the return wire instructions if such bidder is not awarded the Bonds. The City and any bidder who chooses to wire the Deposit hereby agree irrevocably that Speer shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: (i) if the bid is not accepted, Speer shall, at its expense, promptly return the Deposit amount to such bidder; (ii) if the bid is accepted, the Deposit shall be forwarded to the City; (iii) Speer shall bear all costs of maintaining the escrow account and returning the funds to the bidder; (iv) Speer shall not be an insurer of the Deposit amount and shall have no liability except if it willfully fails to perform, or recklessly disregards, its duties specified herein; and (v) no interest on the Deposit will accrue to the winning bidder.

**Subject to change.*

The City covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the City for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter.

The Underwriter's obligation to purchase the Bonds shall be conditioned upon the City delivering the Undertaking on or before the date of delivery of the Bonds.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

Bonds will be delivered to the successful purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be on or about September 2, 2021. Should delivery be delayed beyond sixty (60) days from the date of sale for any reason beyond the control of the City except failure of performance by the purchaser, the City may cancel the award or the purchaser may withdraw the good faith deposit and thereafter the purchaser's interest in and liability for the Bonds will cease.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in the Rule. Any such addendum or addenda shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled "Final Official Statement" rather than through supplementing the Official Statement by an addendum or addenda. By awarding the Bonds to any underwriter or underwriting syndicate, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide, without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 50 copies of the Final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the City it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

By submission of its bid, the senior managing underwriter of the successful bidder agrees to supply all necessary pricing information and any Participating Underwriter identification necessary to complete the Official Statement within 24 hours after award of the Bonds. Additional copies of the Final Official Statement may be obtained by Participating Underwriters from the printer at cost.

The City will, at its expense, deliver the Bonds to the purchaser in New York, New York, through the facilities of DTC, and will pay for the bond counsel opinion. At the time of closing, the City will also furnish to the purchaser the following documents, each dated as of the date of delivery of the Bonds: (1) the unqualified opinion of Bond Counsel, that the Bonds are lawful and enforceable obligations of the City in accordance with their terms and are payable from ad valorem taxes levied against all taxable property of the City, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion and that the interest on the Bonds is exempt from federal income taxes as and to the extent set forth in the Official Statement for the Bonds; and (2) a no litigation certificate by the City.

The City has authorized the printing and distribution of an Official Statement containing pertinent information relative to the City and the Bonds. Copies of such Official Statement or additional information may be obtained from Mr. Hitesh D. Desai, CPA, Chief Financial Officer/Treasurer, City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201 or an electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Sales Calendar" from the Municipal Advisors to the City, Speer Financial, Inc., 230 West Monroe Street, Suite 2630, Chicago, Illinois 60606, telephone (312) 346-3700 and Sycamore Advisors LLC, 111 West Jackson Blvd., Suite 1700, Chicago, Illinois 60604 telephone (312) 675-6078.

/s/ **ERIKA STORLIE**
City Manager
City of Evanston
Cook County, Illinois

/s/ **DANIEL BISS**
Mayor
City of Evanston
Cook County, Illinois

**Subject to change.*

Exhibit A
Example Issue Price Certificate

[from bond counsel]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BOND ORDER

IN CONNECTION WITH THE ISSUANCE OF
$__,___,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

To: City Council
City of Evanston, Cook County, Illinois
County Clerk of The County of Cook, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. *Sale.* Please be advised that the City Council (the *"Corporate Authorities"*) of the City of Evanston, Cook County, Illinois (the *"City"*), has heretofore adopted on the 26th day of July, 2021, a bond ordinance entitled:

> AN ORDINANCE providing for the issuance of not to exceed $18,500,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois, to finance capital improvements and refund certain outstanding bonds of said City, authorizing the execution of a bond order in connection therewith, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with said bonds, and authorizing and directing the sale of said bonds at public competitive sale.

(the *"Bond Ordinance"*), which authorizes the issuance of General Obligation Corporate Purpose Bonds, Series 2021, of the City (the *"Bonds"*) for the purpose of providing for various capital improvements at various locations throughout the City, including certain capital expenditures as detailed for the year 2021 in the City's Capital Improvement Plan, as adopted and amended from time to time by the Corporate Authorities, refunding a portion of the City's General Obligation Corporate Purpose Bonds, Series 2012A (the *"Refunding"*), and paying costs

related to the issuance of the Bonds. Terms used but not defined herein shall have the same meanings as terms defined in the Bond Ordinance.

1. Responsive to authority contained in the Bond Ordinance, the undersigned Designated Officers have sold the Bonds in the aggregate principal amount of $__,___,000 to the purchaser thereof, namely, _____ (the *"Purchaser"*), pursuant to an Official Notice of Sale and an official Bid Form between the City and the Purchaser after a public competitive sale of the Bonds, held on the date hereof (the *"Bond Purchase Agreement"*), at a price of $_____ (representing par, plus original issue premium in the amount of $_____ and less a purchaser's discount of $_____).

2. The price to be paid to the City for the Bonds is not less than 98.0% of the aggregate par amount of the Bonds.

B. FINDINGS

The following further conditions have also been met:

1. We have received the required certificates and reports of the Financial Advisors supporting our statements herein.

2. The Bonds do not exceed the maximum authorized amount of $18,500,000.

3. The CIP Bonds do not exceed the maximum authorized amount of $10,500,000.

4. The Refunding Bonds do not exceed the maximum authorized amount of $8,000,000.

5. No interest rate on the Bonds exceeds 6.0% per annum.

6. The final maturity date of the Bonds does not extend past December 1, 2041.

7. The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from December 2 to the following December 1 (a *"Bond Year"*) does not exceed $2,000,000.

8. The terms of the Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Bonds.

9. The savings accomplished by the Refunding is not less than 5.0% of the aggregate par amount of the Refunded Bonds.

10. The Prior Bonds selected for redemption are as set forth in *Exhibit III* attached hereto and made a part hereof.

C. NO CONFLICTS

No person responsible for the sale of any Series of the Bonds (being the Mayor, City Clerk, City Manager, Deputy City Manager, City Treasurer/Chief Financial Officer and Corporation Counsel) and holding any office of the City, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

D. TERMS OF THE BONDS

The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2021." Pursuant to the terms of the Bond Purchase Agreement, the Bonds shall be issued in the amount of $__,___,000; shall be dated as of the date of delivery thereof; and shall have the further terms as is set forth in *Exhibit I* attached hereto and incorporated herein by reference.

E. TAXES

Section 11 of the Bond Ordinance provides for direct annual taxes sufficient to pay the principal of and interest on the Bonds promptly when and as the same falls due at maturity or as

subject to mandatory redemption. Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied and to be extended as set forth in *Exhibit II* attached hereto and incorporated herein by reference.

F. BOND INSURANCE

[The Purchaser has not requested and no Bond Insurance has been procured as of the date hereof for the payment of principal of and interest on the Bonds.] [The Purchaser has procured Bond Insurance from _____ for the payment of principal of and interest on the Bonds.]

G. DEPOSITS INTO FUNDS

At the time of execution of this Bond Order, the proceeds of the Bonds are expected to be used substantially as follows:

(1)	Par Amount	$__,___,000.00
(2)	Reoffering Premium (+)	
(3)	Purchaser's Discount (-)	( )
(4)	Purchase Price (=)	
(5)	Total Received by City (=)	
	Allocated or spent as follows:	($)
(a)	Costs of Issuance to be paid directly or to Series 2021 Expense Fund	
(b)	Deposit to Capital Improvement Project Fund	
(c)	Deposit with Escrow Agent	
(d)	Contingency (for costs of issuance, or, if not needed, to Bond Fund)	
(e)	Deposit to Bond Fund	
(f)	Total (=)	

H. RECORDS

Finally, please be advised that this Bond Order shall be entered into the records of the City and made available to all members of the Corporate Authorities at a public meeting thereof held after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Respectfully submitted as of this ___ day of _____, 2021.

_____
Mayor

_____
City Treasurer/Chief Financial Officer

ACKNOWLEDGMENT OF FILING

Filed in the office of the City Clerk of the City of Evanston, Cook County, Illinois, this ___ day of _____, 2021.

_____
City Clerk
City of Evanston
Cook County, Illinois

[SIGNATURE PAGE TO BOND ORDER]

EXHIBITS:

EXHIBIT	DESCRIBES
I	Terms of the Bonds
II	Taxes to be levied for the Bonds
III	Refunded Bonds

EXHIBIT I

TERMS OF THE BONDS

The Bonds are due serially on December 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)

Each of the Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on June 1, 2022.

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BOND REDEMPTION

Mandatory Redemption. The Bonds due on December 1, 20__, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT ($)
20__	_,___,000
20__	_,___,000 (stated maturity)

Optional Redemption. The Bonds maturing on or after December 1, 20__, are subject to redemption at the option of the City, in whole or in part, in any order of maturity and if in part, in principal amounts that are integral multiples of $5,000 and as applicable to any mandatory redemption requirement as the City may determine, on any date on or after December 1, 20__, at a price equal to par plus accrued interest to the date fixed for redemption.

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EXHIBIT II

TAX LEVY

YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) AMOUNT
2021	for interest up to and including December 1, 2022
2022	for interest and principal
2023	for interest and principal
2024	for interest and principal
2025	for interest and principal
2026	for interest and principal
2027	for interest and principal
2028	for interest and principal
2029	for interest and principal
2030	for interest and principal
2031	for interest and principal
2032	for interest and principal
2033	for interest and principal
2034	for interest and principal
2035	for interest and principal
2036	for interest and principal
2037	for interest and principal
2038	for interest and principal
2039	for interest and principal
2040	for interest and principal

EXHIBIT III

DESCRIPTION OF THE REFUNDED BONDS

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2012A

Original Principal Amount:	$15,720,000
Originally Due Serially on December 1 of the Years:	2013 to 2032
Amount Remaining Outstanding:	$7,665,000
Amount Which May Be Refunded:	$6,755,000

REMAINING OUTSTANDING 2012A BONDS AND 2012A BONDS WHICH MAY BE REFUNDED DUE AND DESCRIBED AS FOLLOWS:

DECEMBER 1 OF THE YEAR	AMOUNT ($)	RATE OF INTEREST (%)	AMOUNT TO BE REFUNDED ($)
2021	910,000	3.000	-0-
2022	740,000	3.000	
2023	765,000	3.000	
2024	790,000	3.000	
2025	810,000	3.000	
2026	475,000	3.000	
2027	490,000	3.000	
2028	505,000	3.000	
2029	520,000	3.000	
2030	535,000	3.125	
2031	555,000	3.250	
2032	570,000	3.250	

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTIFICATION OF BOND TERMS AND
DIRECTION FOR COLLECTION OF TAXES
$__,___,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

TO: THE COUNTY CLERK OF THE COUNTY OF COOK, ILLINOIS: GREETINGS.

Please take note of the advice and terms on the attached Bond Order (the *"Bond Order"*), dated as of the ___ day of _____, 2021, for the aggregate principal amount of $__,___,000 General Obligation Corporate Purpose Bonds, Series 2021, of the City of Evanston, Cook County, Illinois (the *"City"*), which Bond Order has been executed by the Designated Officers. Terms used herein are by reference to the Bond Order.

YOU ARE ACCORDINGLY ORDERED AND DIRECTED to collect taxes, levied in the bond ordinance authorizing the issuance of the Bonds, as enumerated in the Bond Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF we hereunto affix our official signatures as of this ___ day of _____, 2021.

_____
Mayor
City of Evanston
Cook County, Illinois

_____
City Clerk
City of Evanston
Cook County, Illinois

[SIGNATURE PAGE TO NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE
$__,___,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of Cook, Illinois (the *"County"*), and as such officer I do further certify that on the ____ day of August, 2021, there was filed in my office as County Clerk a BOND ORDER IN CONNECTION WITH THE ISSUANCE OF $__,___,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021, of the City of Evanston, Cook County, Illinois (the *"City"*), which Bond Order has been executed by by at least two of the Mayor, City Clerk, City Treasurer/Chief Financial Officer, Deputy City Manager and City Manager (at least one of whom is an elected official), has been dated as of the ___ day of _____, 2021, and is accompanied by a NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES, signed by said officers of said City, each as attached hereto, and that said Bond Order and said Notification of Bond Terms and Direction for Collection of Taxes have each been placed on file in and do appear in the records of my office; and that, further, said taxes levied for the payment of said City's General Obligation Corporate Purpose Bonds, Series 2021, will be extended for collection as provided in said Bond Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of The County of Cook, Illinois, this ____ day of August, 2021.

_____
County Clerk of
The County of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AVAILABILITY OF BOND ORDER
$__,___,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois (the *"City"*), and as such official I assist in the keeping of the official books, records, minutes and files of the City and of the City Council thereof (the *"Corporate Authorities"*).

I do further certify that I will make available to all members of the Corporate Authorities at the next regular meeting of the Corporate Authorities, a Bond Order for $__,___,000 General Obligation Corporate Purpose Bonds, Series 2021, a true, correct and complete copy of which is attached hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF I hereunto affix my official signature, this ___ day of _____, 2021.

_____
City Clerk
City of Evanston,
Cook County, Illinois

[SIGNATURE PAGE TO AVAILABILITY OF BOND ORDER]

[FORM OF ESCROW LETTER]

_____, 2021

Zions Bancorporation, National Association
Chicago Illinois

Re: City of Evanston, Cook County, Illinois
General Obligation Corporate Purpose Bonds, Series 2012A

Ladies and Gentlemen:

The City of Evanston, Cook County, Illinois (the *"City"*), by Ordinance No. 80-O-21, adopted by its City Council on July 26, 2021 (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the hereinafter defined Bonds, the *"Bond Ordinance"*), has authorized the issue and delivery of $__,___,000 General Obligation Corporate Purpose Bonds, Series 2021 (the *"Bonds"*). The City has authorized by the Bond Ordinance that a portion of the proceeds of the Bonds be used to pay the principal of and interest on a portion of the City's outstanding and unpaid General Obligation Corporate Purpose Bonds, Series 2012A, as reflected on *Exhibit A* hereto (the *"Refunded Bonds"*) upon redemption prior to maturity on December 1, 2021 (the "*Redemption Date*") at the redemption price of principal plus accrued interest to the Redemption Date (the "*Redemption Price*").

The City hereby deposits with you $_____ from the proceeds of the Bonds and $_____ from funds of the City on hand and lawfully available (collectively, the *"Deposit"*) and you are hereby instructed as follows with respect thereto:

1. Upon deposit, you are directed to purchase U.S. State and Local Government Series Certificates of Indebtedness in the amount of $_____ and maturing as described on *Exhibit B* hereto (the *"Securities"*). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of $___ (the "*Beginning Cash*"). The Beginning Cash and the Securities are to be held in an irrevocable trust fund account (the *"Trust Account"*) for the City to the benefit of the holders of the Refunded Bonds.

2. You shall hold the Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on the Redemption Date is made.

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on the Redemption Date. You are hereby directed to provide for and give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in each of the ordinances authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the *"MSRB"*) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

6. You shall remit the sum of $_____ on _____, 2021, as paying agent for the Refunded Bonds (the "*Prior Paying Agent*"), such sum being sufficient to pay the Redemption Price for the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Prior Paying Agent. The City shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the Redemption Price, you shall notify the City not

less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City and thereupon this Agreement shall terminate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If there are any questions regarding the foregoing, please do not hesitate to contact the City.

Very truly yours,

CITY OF EVANSTON,
Cook County, Illinois

By:_____
Mayor

By:_____
City Clerk

Accepted this ____ day of _____, 2021.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Chicago Illinois

By:_____
Its_____

EXHIBIT A

DESCRIPTION OF THE REFUNDED BONDS

EXHIBIT B

x

CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (this *"Agreement"*) is executed and delivered by the City of Evanston, Cook County, Illinois (the *"City"*), in connection with the issuance of $_____ General Obligation Corporate Purpose Bonds, Series 2021 (the *"Bonds"*). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the City on the 26th day of July, 2021 (as supplemented by the Bond Order authorized therein and executed in connection with the sale of the Bonds, the *"Ordinance"*).

In consideration of the issuance of the Bonds by the City and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information is defined in the Official Statement.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the City prepared pursuant to the principles and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Official Statement means the Final Official Statement, dated _____, 2021, and relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the City pursuant to Sections 4 and 5.

3. CUSIP NUMBERS. The CUSIP Numbers of the Bonds are set forth in *Exhibit III*. All filings required under this Agreement will be filed on EMMA under these CUSIP Numbers. If the Bonds are refunded after the date hereof, the City will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Bonds as a result of such refunding, to the extent the City remains legally liable for the payment of such Bonds; *provided, however,* that the City will not be required to make such filings under new CUSIP Numbers unless the City has been notified in writing by the Participating Underwriter or the City's financial advisor that new CUSIP Numbers have been assigned to the Bonds. The City will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Bonds as a result of a holder of the Bonds obtaining a bond insurance policy or other credit enhancement with respect to some or all of the outstanding Bonds in the secondary market.

4. FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Financial Information at least annually to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all

documents to be filed with EMMA, including financial statements and other externally prepared reports.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE CITY TO PROVIDE INFORMATION. The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the City by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to

be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance.

9. FUTURE CHANGES TO THE RULE. As set forth in Section 1 of this Agreement, the City has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the City shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 7 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the City shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

10. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

11. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

12. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. ASSIGNMENT. The City shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

CITY OF EVANSTON, COOK COUNTY, ILLINOIS

By _____
Mayor

Date: _____, 2021

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 270 days after the last day of the City's fiscal year (currently December 31), beginning with the fiscal year ending December 31, 2020. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.

EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City*
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. (a) Incurrence of a Financial Obligation of the City, if material, or (b) an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

EXHIBIT III
CUSIP NUMBERS

YEAR OF MATURITY	CUSIP NUMBER (299228)
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	

City of Evanston				
FY 2021 Capital Improvement Program				
Bond Spending Status				
	Project Title	**FY 2021 GO Bond**	**FY 2021 GO Bond w/Changes**	**Difference**
STREET RESURFACING, WATER MAIN AND SEWER				
Major Projects				
1	Green Bay Rd, McCormick to Isabella, Ph II	$ 200,000	$ 200,000	$ -
2	Howard Street Corridor, Target Access to	$1,500,000	$1,500,000	$ -
3	Main Street, Maple to Hinman - Ph III Engr Svcs	$ 140,000	$ 140,000	$ -
TOTAL		**$1,840,000**	**$1,840,000**	
OTHER TRANSPORTATION				
Major Projects				
4	Central Street Bridge - Construction	$ 610,000	$ 610,000	$ -
5	Oakton Street Improvements Ph II Engr Svcs	$ 180,000	$ 180,000	$ -
Annual Projects			$ -	$ -
6	Bridge Inspection	$ 30,000	$ 30,000	$ -
7	General Phase I Engineering	$ 30,000	$ 30,000	$ -
8	Pavement Marking	$ 120,000	$ 170,000	$ 50,000
9	Street Patching Program	$ 470,000	$ 570,000	$ 100,000
10	Street Rejunvenation	$ 50,000	$ 100,000	$ 50,000
11	50/50 Sidewalk Improvements	$ 150,000	$ 150,000	$ -
12	Traffic Calming, Bicycle and Ped Improvements	$ 100,000	$ 100,000	$ -
TOTAL		**$1,740,000**	**$1,940,000**	**$ 200,000**
PARKS				
13	Beck Park Expansion - Phase 1 Planning (in-hous	$ 30,000	$ 30,000	$ -
14	Dog Park - Planning & Design (in-house)	$ 25,000	$ 25,000	$ -
15	Larimer Park - Improvements - Planning and Des	$ 75,000	$ 75,000	$ -
16	Lovelace Park - Path Repairs	$ 60,000	$ 60,000	$ -
17	Mason Park - Expansion Study (in-house)	$ 30,000	$ 30,000	$ -
18	McCulloch Park - Construction	$1,000,000	$ 890,000	$ (110,000)
19	Parks Contingency	$ 75,000	$ 75,000	$ -
20	Park Sign Replacements	$ 25,000	$ 25,000	$ -
21	Shoreline Stabilization at Sheridan Road, Elliot	$ 300,000	$ 300,000	$ -
22	Temporary Skate Park - Const	$ 50,000	$ 50,000	$ -
23	Skate Park - Consulting Svcs	$ 60,000	$ 60,000	$ -
24	Portable LED Screen and Entertainment Sys	$ -	$ 110,000	$ 110,000
25	James Park - Field Lighting	$ -	$ 600,000	$ 600,000
TOTAL		**$1,730,000**	**$2,330,000**	**$ 600,000**
FACILITIES				
26	Animal Shelter Improvements	$ -	$ 700,000	$ 700,000
27	Citywide Roof Evaluation	$ 60,000	$ 60,000	$ -
28	Civic Center - Planning/Design Svcs	$ 200,000	$ 200,000	$ -
29	Facilities Contingency	$ 600,000	$ 600,000	$ -
30	HVAC - PFHQ, Fire 3, Levy, Water	$ 250,000	$ 250,000	$ -
31	Lovelace Park Fieldhouse - Roofing	$ 75,000	$ 75,000	$ -
32	Levy - Linden Room Rehabilitation	$ 25,000	$ 25,000	$ -
33	Noyes - HVAC Study	$ 100,000	$ 100,000	$ -
34	Park Fieldhouses - Roofing and Tuckpointing	$ 150,000	$ 150,000	$ -
35	Service Center Study	$ 125,000	$ 125,000	$ -
36	Fire Station 4 Renovation	$ -	$ 250,000	$ 250,000
TOTAL		**$1,585,000**	**$2,535,000**	**$ 950,000**
MISCELLANEOUS				
37	Zero Emission Strategy Implementation	$ 50,000	$ 50,000	$ -
38	Public Art	$ 30,000	$ 30,000	$ -
39	Renewable Energy Project Support	$ 30,000	$ 30,000	$ -
40	Public Works Truck Radio System	$ 50,000	$ 50,000	$ -
41	In-House Engineering Services	$ 700,000	$ -	$ (700,000)
TOTAL		**$ 860,000**	**$ 160,000**	**$ (700,000)**
		FY 2021	**FY 2021**	
	Street Resurfacing, Water Main, Sewer Projects	$1,840,000	$1,840,000	$ -
	Other Transportation	$1,740,000	$1,940,000	$ 200,000
	Parks	$1,730,000	$2,330,000	$ 600,000
	Facilities	$1,585,000	$2,535,000	$ 950,000
	Miscellaneous	$ 860,000	$ 160,000	$ (700,000)

		$7,755,000	**$8,805,000**	**$ 1,050,000**
OTHER FUNDS		**FY 2021**	**FY 2021**	
	Library Fund	$480,000	$0	$ (480,000)
	Water Fund	$3,000,000	$0	$ (3,000,000)
	Sewer Fund	$0	$0	$ -
	Parking Fund	$950,000	$0	$ (950,000)
TOTAL		**$4,430,000**	**$ -**	**$ (4,430,000)**

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	David Stoneback, Public Works Agency Director
Subject:	Ordinance 68-O-21, Amending City Code Section 1-17-4-2 “Sale of Real Property"
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 68-O-21, Amending City Code Section 1-17-4-2 “Sale of Real Property".

Council Action:
For Introduction

Summary:
At the June 14, 2021 Council Meeting, this item was removed from the consent agenda and a motion was made to return the item to the Administration & Public Works Committee.

The City Code requires approval of two ordinances by the City Council for the sale of City owned property when said sale is to take place by negotiation. The first ordinance authorizes the negotiated sale of the property and identifies the person that will negotiate of behalf of the City. The second ordinance is considered after the negotiations have occurred and a negotiated price has been established. Adoption of both ordinances require a two-thirds (2/3) vote of the elected Councilmembers then holding office.

The current code requires staff to place a notice of intent to sell city owned property by negotiated sale in a daily or weekly newspaper in general circulation in the City not be less than fifteen (15), nor more than thirty (30) days before the date on which the first proposed ordinance is to be considered by the City Council.

As currently written, proposed ordinance modifies the City Code so that the advertisement of the negotiated sale of the property occurs after City Council adoption of the first ordinance, authorizing the negotiated sale of the property and establishing the person to negotiate on behalf of the City, but prior to the second ordinance authorizing the actual sale of the property at the negotiated price. The proposed amendments reduce redundancy and waste of City resources on publication fees and costs.

Attachments:
Ordinance 68-O-21

68-O-21

AN ORDINANCE

Amending City Code Section 1-17-4-2 "Sale of Real Property"

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

SECTION 1: City Code Section 1-17-4-2 "Sale of Real Property" of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

1-17-4-2. – SALE OF REAL PROPERTY.

The City Council may convey real estate when it is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City. This sale may be by bid as provided in Subsection (A) of this Section, or by negotiated purchase as provided in Subsection (B) of this Section.

Such sale, whether by bid or by negotiated purchase must be approved by an ordinance adopted by a two-thirds (2/3) vote of the elected Aldermen of the City then holding office at any regular or special meeting called for that purpose. Such ordinance shall approve the conveyance and direct the appropriate municipal officials to take the steps necessary to transfer title.

(A) Conveyance by bid. Prior to the sale of real estate by public bid, the City Council shall have first directed the publication of a notice of bids to be received for the purchase of said property, which notice shall be published once each week for three (3) consecutive weeks in a daily or weekly newspaper in general circulation in the City. The first publication shall not be less than thirty (30) days before the day provided in the notice for the opening of bids for real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and the date and time the bids will be opened, and shall advertise for bids therefor. The notice shall also contain the conditions with respect to future use, if any, upon which the sale shall be predicated. The City Council may accept the bid determined to be in the best interest of the City. The acceptance of the bid shall be by the act of adoption of an ordinance directing the sale as set forth in this section. Consideration factors of the bid may include, but are not limited to, the value of the property and the provision on the real estate of public facilities by the City or the purchaser. The corporate authorities may contract with the

purchaser for the use of a portion of a structure or improvement to be constructed on said real estate.

(B) Conveyance by negotiation. When said sale is to take place by negotiation, the following procedure shall be followed:

1. The City Council must adopt an ordinance by a two-thirds (2/3) vote of the elected Aldermen then holding office directing that the process to sell such property shall be a negotiated sale, and naming the party to negotiate on behalf of the City.

2. The City Council shall receive the recommendation of the parties negotiating and, if it concurs, shall direct the sale of said property by adoption of an ordinance receiving the affirmative votes of two-thirds (2/3) of the elected Aldermen as provided in this section. Consideration factors for said sale shall be the same as provided in Subsection (A) of this Section.

3. Prior to adoption of ~~said ordinances~~ the subsequent ordinance directing the sale of the property, the notice of intent to sell said property, as a result of a negotiated sale, must be published at least once in a daily or weekly newspaper in general circulation in the City. The publication must not be less than fifteen (15), nor more than thirty (30) days before the date on which it is proposed to consider the adoption of such an ordinance. The notice shall contain an accurate description of the property, a statement of the purpose for which the property is to be used and the conditions upon the proposed use of the property to be sold.

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

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

SECTION 4: If any provision of this Ordinance 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: _____, 2021

Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	Michael Rivera, Parking Manager
CC:	Luke Stowe, CIO/Administrative Services Director
Subject:	Ordinance 57-O-21, Amending City Code Section 10-11-10 "Limited Parking" to Add Pilot Program at Various Lakefront Locations
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 57-O-21, amending Section 10-11-10 "Limited Parking" to add Subsection X(Q) regarding a parking pilot program. Parking staff recommends Evanston rates to be $3.00 per hour for streets along the lakefront with enforcement between 8am-9pm seven days per week from July 19, 2021, to October 31, 2021. A vehicle registered to an Evanston address with a current year paid wheel will not need to pay for Lakefront parking sessions. Staff will install Pay Stations for coin or credit card transactions, and zones will be created to allow for ParkEvanston app payments. The Ordinance was approved for Introduction at the June 28, 2021 City Council meeting. The Ordinance was on the agenda for Action at the July 12, 2021 City Council meeting, but a motion to hold the item was made and received a second. Ordinance 57-O-21 returns for Action on July 26, 2021.

Council Action:
For Action

Summary:
At the April 12, 2021, Administration & Public Works meeting, Alderman Suffredin recommended the City explore charging for parking along the lakefront. The matter was discussed by all A&PW committee members at the June 14, 2021 meeting. As all visitors currently pay for admission to the City's beaches, Parking staff believe that only charging parking fees for visitors to Evanston would be appropriate at this time. Allowing Evanston registered vehicles the opportunity to park for free would not adversely affect our residents. Considering new metered revenue streams near Evanston destinations will contribute to a demand-based pricing model. The demand-based model will help control uniformed parking increases in established business districts.

The pilot would be implemented similarly to the Northwestern Football game day parking; that program was instituted at Lot 54 in the fall of 2019. Pay stations charged an hourly rate were changed to allow for a flat rate (varying from $20-40 for the day). Residents were provided free parking, provided they paid for their vehicle's wheel tax, netting over $25,000 in revenue.

For the summer of 2021, from July 1 to Labor Day, the Ordinance would allow for a pilot program near or on 1) 1700, 1800 Sheridan Rd. - both sides of the road. 2) 1400 Sheridan Rd. - the Arrington Lagoon lot. 3) 1400 Sheridan Rd. - Dawes Park lot. 4) 500-600 block of Sheridan Square on the east side (from Garden Park to Sheridan Road), and 4) 2611 Sheridan Rd. - Lighthouse Beach lot.

The first area is near Clark Street Beach, Boat Launch, the Arrington Lagoon, and three major parks. The lot location is ideal as it is separated from Sheridan Road traffic with angled spaces and has an area to add pay stations on either side of the lot. The second location along the east side of Sheridan Square has angled parking and is ideal as it is separated from the main traffic flow along Sheridan Road. The third location offers angled spaces within a lot. The last location is also ideal as it is a surface lot removed completely from the flow of traffic along Sheridan Road with one entrance and exit. All locations would need minimal equipment and signage to convert the areas to paid parking.

This pilot would require payment seven days a week, including Sundays that are currently free for all. The ParkEvanston app would allow for lakefront payment processing. Once the pilot is over, staff can assess how many visitors paid for parking and the type of feedback. Staff is hopeful this can encourage residents to continue partaking in leisure activities along the lakefront while still allowing visitors to come and enjoy Evanston amenities.

In comparison to other Lakefront destinations, staff found that most cities charge for parking. The City of Chicago has on-street pay stations/parking spaces (charging $2-$6 an hour). Chicago parking garages along the lakefront and nearby parks have rates that start at $6.00 per hour. Lake Geneva, WI charges $2 an hour close to the lake. St. Joseph/Silver Beach, MI charges a daily parking fee of $8 a vehicle for Berrien County residents and $15 per vehicle for non-Berrien County residents. Duluth, MN charges anywhere from $0.75 an hour or a flat rate of $4-$8 for the day at its municipal parking facilities near its lakefront. New Buffalo Beach, Michigan, $15 per day and $7.50 per half day.

In addition, Smarking (a vendor that provides parking data analysis for the City of Evanston) provided the following examples of parking in beachfront towns. They recommend modeling after Long Beach ($1-$2 an hour with a 5-hour max for on-street) and Santa Monica ($2.50 an hour with a 2-hour max for on-street). Santa Monica offers hourly rates on-street but flat rates at its lots (the hourly rates are for areas typically lower in volume, and higher rates are areas higher in volume).

The areas identified will require the purchase of ten pay stations, 40-50 signs, and dedicated staff to enforce the zones. A capital investment of approximately $85,000 - $100,000 will need to be allocated to initiate the pilot season, with minimal to no investment moving forward in future years. However, should the Council decide to discontinue the pilot program, the pay stations will be re-deployed to other areas where they may be needed.

Evanston Parking staff recommends rates to be $3.00 per hour for streets and lots along the lakefront; metered areas would be enforced between 8am-9pm seven days per week from July 1, 2021, to September 6, 2021.

Legislative History:
Ordinance 57-O-21 was approved for Introduction at the June 28, 2021 City Council meeting. The item was approved for Action at the July 12, 2021 City Council meeting with a 4-4 vote, with the Mayor breaking the tie in favor. A motion was made to hold the item after the vote on July 12, and the motion was seconded. Ordinance held for Action until July 26, 2021.

Attachments:
57-O-21 - Lakefront Parking Pilot Program

6/28/21
7/13/21

57-O-21

AN ORDINANCE

Amending Title 10, Chapter 11, Section 10, Limited Parking - Lakefront Parking Pilot Program

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

SECTION 1: City Code Section 10-11-10 "Limited Parking", of the Evanston City Code of 2012, as amended, by adding Section X(Q), and read as follows:

	SCHEDULE X (Q):	
(Q)	Lakefront Parking Pilot Program at a rate of $3.00 an hour between 8:00 am and 9:00pm, 7 days a week, from July 19, 2021 – October 31, 2021 in the following areas:	
	Exceptions: A vehicle belonging to a registered Evanston residential address and having a current year wheel tax paid.	
	2611 Sheridan Road / Lighthouse Beach Lot	50 spaces
	1500 block of Sheridan Road / Lagoon Lot (east)	59 spaces
	1400 block of Sheridan Road / Dawes Park Lot	63 spaces
	500-600 block of Sheridan Square from Garden Park to Sheridan Road (east side)	75 spaces

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

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

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

Introduced: _____, 2021

Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of Administration and Public Works Committee
From:	David Stoneback, Public Works Agency Director
Subject:	Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 79-O-21, Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes

Council Action:
For Action

Summary:
The proposed ordinance was requested by Councilmember Burns to address the number of truck routes that are currently in the 5th ward. The attached map indicates in green the truck route designations that would be eliminated by the proposed ordinance.

The ordinance does not prohibit trucks on these streets and trucks will still be able to make deliveries to the businesses in the area as allowed by City code section10-1-9-2 (A) 2 b.

This section of the City Code states:
"Upon leaving or returning to the Truck Route, said vehicles shall utilize the shortest route available on non-Truck Routes when necessary for the completion of the local delivery or pickup, said distance traveled on non-Truck Route shall be within one-half mile of leaving the Truck Route."

Legislative History:
Ordinance 79-O-21 was introduced on July 12, 2021

Attachments:
Ordinance 79-O-21
TruckRoutesProposedChangesMap

79-O-21

AN ORDINANCE

Amending Section 10-11-16 of the City Code Concerning Designation of Truck Routes

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

SECTION 1: Schedule XVI(A) of Section 10-11-16 of the Evanston City Code of 2012, as amended ("City Code"), is hereby amended as follows:

10-11-16. – SCHEDULE XVI; DESIGNATION OF TRUCK ROUTES AND BICYCLE ROUTES.

(A) In accordance with the provisions of Section 10-1-9-7 of this Title, the following streets or portions of streets are hereby designated as truck routes. Signs shall be erected giving notice thereof:

SCHEDULE XVI(A): DESIGNATION OF TRUCK ROUTES AND BICYCLE ROUTES	
Asbury Avenue	Green Bay Road to Emerson Street
~~Ashland Avenue~~	~~Green Bay Road to Simpson Street~~
Central Street	Lincolnwood Drive to Gross Point Road
Chicago Avenue	Howard Street to Clark Street
Chicago Avenue	Sheridan Road and Clark Street
Church Street	Dodge Avenue to Chicago Avenue
Clark Street	Oak Avenue to Ridge Avenue
Clark Street	Hinman Avenue to Chicago Avenue (west direction only)
Crawford Avenue	North City Limits to Gross Point Road, and Central Street to the South City Limits
Davis Street	Chicago Avenue to Oak Avenue
Dempster Street	Sherman Place to Chicago Avenue
Dodge Avenue	Howard Street to ~~Simpson Street~~ Emerson Street
Elgin Road/Clark Street	Emerson Street to Chicago Avenue

SCHEDULE XVI(A): DESIGNATION OF TRUCK ROUTES AND BICYCLE ROUTES	
Emerson Street	Leland Avenue to Sherman Avenue
Green Bay Road	Emerson Street to Isabella Street
Greenwood Street	Chicago Avenue to Sherman Avenue
Gross Point Road	North City Limits to Crawford Avenue
Hinman Avenue	Sheridan Road to Clark Street (south direction only)
Lincoln Street	North Campus Drive to Sheridan Road
Main Street	McCormick Boulevard to Chicago Avenue
Oak Avenue	Clark Street to Davis Street
Oakton Street	West City Limits to Dodge Avenue
McCormick Boulevard	Emerson Street to Green Bay Road
Ridge Avenue	Clark Street to Emerson Street
Sheridan Road	Lincoln Street to South Campus Drive
Sherman Avenue	Dempster Street to Central Street
~~Simpson Street~~	~~Dodge Avenue to Ashland Avenue~~
~~Simpson Street~~	~~Ashland Avenue to Green Bay Road~~

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.

Introduced:_____, 2021

Adopted:_____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

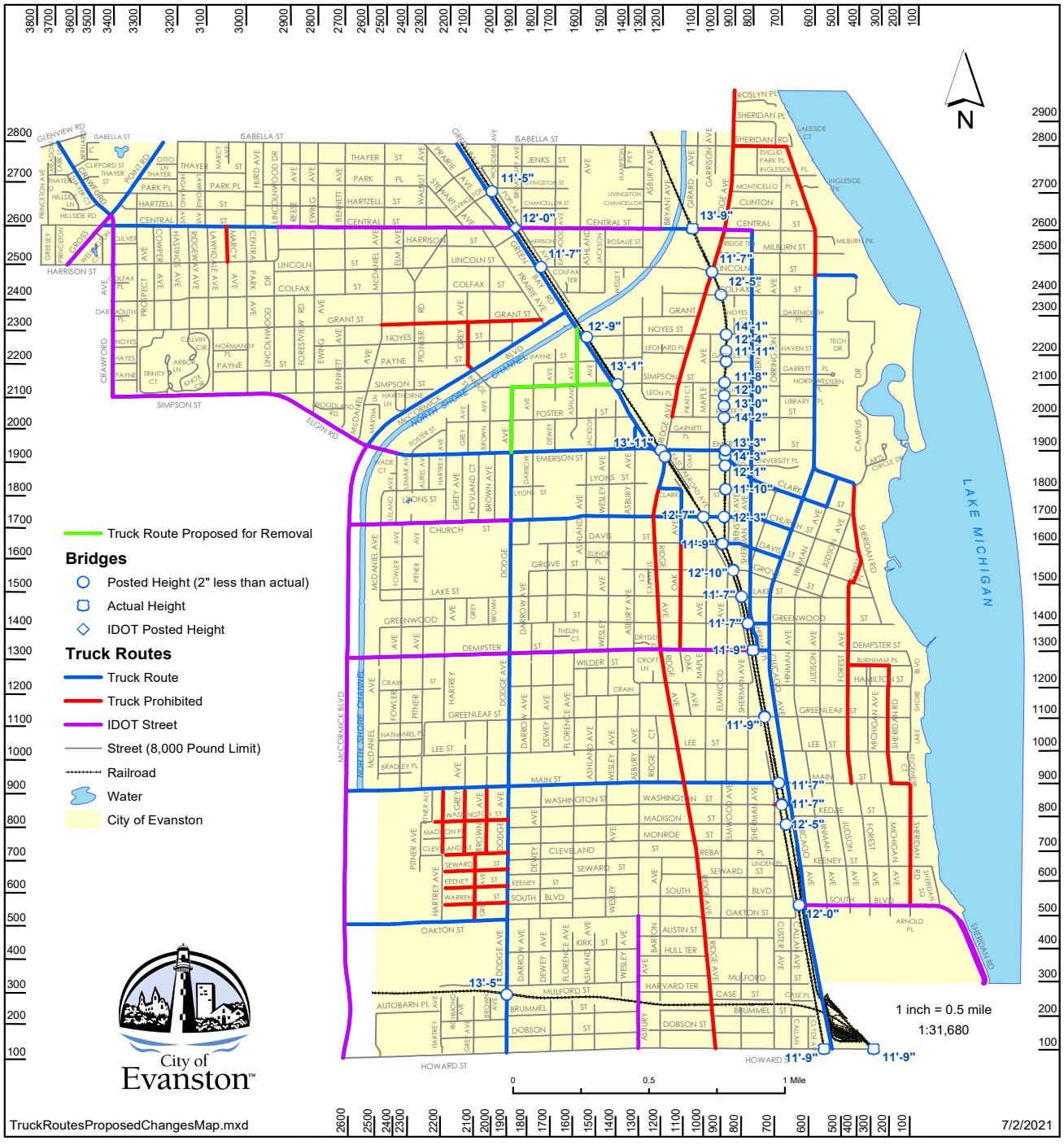
Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

City of Evanston Truck Routes



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

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
Subject:	Ordinance 61-O-21, Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue
Date:	July 26, 2021

Recommended Action:
The Preservation Commission recommends City Council adoption of Ordinance 61-O-21, Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue

Council Action:
For Introduction

Summary:
The Preservation Commission, after reviewing the application, hearing from the Nominator and Property Owner, and making a written record of the hearing and findings of fact, determined that 2715 Hurd Avenue (the subject property) meets the designation criteria in City Code, Section 2-8-4 Criteria for Designation (A) 3.; (A) 4.; and, in accordance with subsection 2-8-4 (B), the building retains excellent integrity in location, design, setting, materials, workmanship, and feeling.

Legislative History:
1. May 11, 2021 - Preservation Commission Public Hearing
   Minutes; Video
2. June 8, 2021 - Preservation Commission Public Hearing
   Minutes; Video
3. July 13, 2021 - Preservation Commission Public Hearing and adoption of the Commissions Report and Resolution 21PRES-0073
   Video

Attachments:
61-O-21 Designation of Historic Landmark Status 2715 Hurd Avenue

21PRES-0073 Resolution Recommending Designation of Historic Landmark Status 2715 Hurd Avenue
Exhibit A Preservation Commission Report and Findings of Fact 2715 Hurd Avenue
Exhibit B Nomination for Landmark designation 2715 Hurd Avenue
Exhibit C Public Comments Received P&D and HPC
Exhibit D Copies of required notification 2715 Hurd Avenue

7/13/2021

61-O-21

AN ORDINANCE

Designating Evanston Landmark Status for the Property Located at 2715 Hurd Avenue

WHEREAS, pursuant to Title 2, Chapter 8 of the Evanston City Code, 2012, as amended (the "Historic Preservation Ordinance), a process is set forth by which the Preservation Commission can consider applications and nominations for designations of landmark status and recommend such designations to the City Council; and

WHEREAS, Andrew Nebel (the "Nominator"), submitted an application on April 13, 2021, for landmark designation for the Subject Property located at 2715 Hurd Avenue; and

WHEREAS, the Preservation Commission conducted a public hearing, pursuant to proper notice, on May 11, 2021, June 8, 2021, and July 13, 2021 to consider the application pursuant to Section 2-8-5 of the Historic Preservation Ordinance; and

WHEREAS, the Preservation Commission, after reviewing the application, hearing from the Nominator and Property Owner, and making a written record of the hearing, found that the Subject Property, meets criteria 2-8-4(A)(3), 2-8-4(A)(4), and 2-8-4(B) for landmark designation in the Historic Preservation Ordinance, for designation as an Evanston Landmark; and

WHEREAS, at its May 11, 2021 meeting, held in compliance with the Open Meetings Act and the Historic Preservation Ordinance, the Preservation Commission voted to recommend that the City Council grant the application for landmark designation of the property at 2715 Hurd Avenue; and

WHEREAS, at its July 13, 2021 meeting, held in compliance with the Open Meetings Act and the Historic Preservation Ordinance, the Preservation Commission adopted a Resolution Requesting the City Manager to Transmit the Evanston Preservation Commission's Recommendation and Report that the City Council Grant the Application for Landmark Designation for the Property Located at 2715 Hurd Avenue, attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, at its July 26, 2021 and August 9, 2021 meetings, held in compliance with the Open Meetings Act, the City Council considered the Preservation Commission's records and recommendation to grant the Subject Property's landmark status, received additional public comment, made certain findings, and recommends the designation of the Subject Property's landmark status,

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

SECTION 1: That the above recitals are found as fact and made a part hereof.

SECTION 2: That, pursuant to Section 2-8-5(G) of the Historic Preservation Ordinance, the City Council hereby grants the Evanston Landmark designation for the Subject Property.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

Introduced: _____, 2021

Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

EXHIBIT 1

HISTORIC PRESERVATION COMMISSION RESOLUTION

21PRES-0073

CITY OF EVANSTON
PRESERVATION COMMISSION

A RESOLUTION

Requesting the City Manager Transmit the Evanston Preservation Commission's Report and Recommendation that the Evanston City Council Designate the Lot of Record and Church Structure at 2715 Hurd Avenue as an Evanston Landmark by Ordinance

WHEREAS, on April 13, 2021, Andrew Nebel ("the Nominator") submitted a complete application form nominating for landmark designation the church and lot of record at 2715 Hurd Avenue ("Subject Property"); and

WHEREAS, on April 14, 2021, City staff notified the Property Owner of the scheduled public hearing for the nomination on May 11, 2021; and

WHEREAS, in accordance with Section 2-8-5 of the City Code, at its meetings of May 11, 2021, June 8, 2021, and July 13, 2021 the Preservation Commission held a Public Hearing and heard testimony and presentation on the landmark nomination of 2715 Hurd Avenue from the Nominator and Property Owner; and

WHEREAS, on July 13, 2021, the Commission approved its Report; recommending that the Evanston City Council (the "City Council") designate the church structure and lot of record at 2715 Hurd Avenue as an Evanston Landmark; and

NOW, THEREFORE, BE IT RESOLVED BY THE EVANSTON PRESERVATION COMISSION OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

Section 1: The Commission determined that the application for landmark designation of the church structure and lot of record at 2715 Hurd Avenue is in conformity with City Code Section 2-8-4, “Criteria for Designation.”

Section 2: The Commission recommends that the City Council designates by ordinance the church structure and lot of record at 2715 Hurd Avenue, as a landmark, in that the subject property meets the criteria for designation as an Evanston Landmark under City Code Sections 2-8-4(A)(3), 2-8-4(A)(4) and 2-8-4(B).

Section 3: The report of the Commission’s findings is approved, and attached hereto as Exhibit A and made a part hereof. The Chair and/or the Commission’s Staff Liaison may make corrections and modifications thereto without change in substance as they shall deem appropriate, and consistent with this resolution.

Section 4: The City Manager is hereby requested to transmit the Commission’s Recommendation and Report to the Mayor and the City Council.

Section 5: Notice of the recommendation of the Commission, including a copy of the report, shall be transmitted to the City Council or its duly authorized Committee and sent by regular mail to the owner of record and to the nominator of the nominated landmark, within fifteen (15) business days following adoption of the resolution and report.

Adopted: July 13, 2021 Yeas: 7 Nays: 0

Mark Simon, Chair

Date: July 15, 2021

Attest:

Beth Bodan, Secretary

Date: July 15, 2021

Exhibit A:

A report of the Preservation Commission's findings regarding

Landmark designation for 2715 Hurd Avenue.

APPROVED

PRESERVATION COMMISSION

Report to the Evanston City Council
Recommending that the Property at 2715 Hurd Avenue be Designated an Evanston Landmark by Ordinance

Recommended Action:
The Preservation Commission recommends that the City Council designate the lot of record and church structure at 2715 Hurd Avenue (subject property) as an Evanston Landmark. The subject property meets the designation criteria in City Code, Section 2-8-4 Criteria for Designation (A) 3.; (A) 4.; and, in accordance with subsection 2-8-4 (B), the building retains excellent integrity in location, design, setting, materials, workmanship, and feeling.

The subject property refines traditional ecclesiastical design in a modern neo-colonial style stripped of typical classical ornamentation – creating an exemplification of early mid-century design movements executed by an internationally recognized master of his craft – Larry Perkins. The individual significance and rarity of the property as an Evanston resource, as well as its ability to skillfully demonstrate a continued evolution of a foundational movement in American ecclesiastic architecture resolves that Landmark designation is not only a necessary means of protection for future generations, but further provides deserved acknowledgement, celebration, and a viable path for adaptive use and future vibrancy which do not exist outside of a Landmark designation.

Address:
2715 Hurd Avenue

Construction Date:
1946

Architectural Style:
Modern Colonial Revival

Use:
Institutional - Religious

Condition:
Excellent

Integrity:
Excellent

Architect of Record:
Perkins, Wheeler, and Will

Landscape Architect:
Franz Lipp

Builder:
Ragnar Benson

Status:
Threatened

Setting:
2715 Hurd Avenue is located in Northwest Evanston on the corner of Park Place and Hurd Avenue with the primary elevation fronting Park Place and the secondary elevation fronting Hurd Avenue. The building is substantial in size, being sited on five individual parcels (that have since been consolidated to two) and is surrounded on the north, east, and south by low density, single-family residential uses and Willard Elementary School on the west. The structure is two blocks north of the west Central Street merchant district. The building was commissioned by the Church of Christ, Scientist and has been owner occupied since construction in 1946.

This portion of the city was the westernmost terminus of the streetcar system, which significantly aided in the viability for residential, commercial, and institutional growth. The merchant district in this location is still largely intact, with many well preserved traditional mixed-use structures, predominately between Lincolnwood Drive to the west and Bennett Avenue to the east. The neighborhood north of Central Street and west of Ewing Avenue was largely developed beginning in the 1930s, shortly before streetcar service was terminated in 1935. Although no historic district was ever formed, much of Northwest Evanston contains a significant concentration of individual Landmarks – a testament to its architectural heritage and significant built environment including a prominent street network and a purposeful system of expansive parkways (Park Place to the north and Lincoln Street to the south) and public parks (Independence Park, Howell Park, Dwight Perkins Woods, Quinlan Park, Ellingwood Park, Ackerman Park), connecting various merchant districts and institutional resources.

Explanation of the significance or lack of significance of the nominated landmark or district as it relates to the criteria for designation:
On May 11, 2021 and subsequently resolved on July 13, 2021, the Preservation Commission found that the nominated property and building at 2715 Hurd Avenue, meet criterion 3 and 4 for Landmark designation by ordinance (City Code, Section 2-8-4 (A).

> Criterion 3:
> *Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.*
>
> The form and plan of the structure are equally as important as the exterior design elements, materiality (general composition of exterior building materials), and workmanship. The form and plan take reference from the English architect James Gibbs's St. Martin-in-the Fields prototype. The general form is a simple temple-front exterior with classical portico, pediment, and steeple in the center of the façade directly behind the portico. In Gibbs's original example, and most subsequent examples across the world and in the United States, the compositions are embellished with applied ornamentation and rich details at the primary elevation temple front portico and steeple.

The typology (classification of common physical characteristics) became a preeminent archetype of ecclesiastic design in America – still widely recognizable and produced to this day. In Evanston, a significant example of the traditional Gibbs typology exists at the First Congregational Church at 1437 Hinman Avenue, an Evanston Landmark designed in 1926 by Tallmadge and Watson (left below).





First Congregational Church (Left) and 2715 Hurd Avenue (Right).

The connection between the subject property (2715 Hurd) and the Gibbs typology is unmistakable and purposeful; it is simple in plan, with prominent temple-front portico, pediment, and significant central steeple. However, the associated feeling of the subject property is appropriately representative of 20th Century concerns. This is true in terms of both the architects unique explorations at the time, and the continued evolution of architectural trends which replaced historicism and over-ornamentation with simplified forms and materials. The First Congregational Church, for example, was only constructed 20 years prior to 2715 Hurd Avenue but architects Tallmadge and Watson chose to follow precedent rather than experiment with it as Perkins did. What makes the subject property especially unique and a particularly rare example of mid-20th century architectural trends is Perkins' purposeful choice to not completely reject classicism and ornamentation, but rather to convey classical form and ecclesiastic reverence through the use of modern materials and novel applications. The building is notably not devoid of all ornamentation. Rather, ornamentation is applied sparingly and decisively with traditional classical elements interpreted uniquely through vernacular materials and modernist refinement. The church conveys exaggerated and enlarged classical motifs which are reminiscent of much later postmodern movements in architecture and emphasize innovation of design which for the period were particularly bold. The application of classical motifs is a unique harbinger to postmodern combinations of modern and traditional forms and compositional ideas that would only become widespread decades later.

The choice and combination of materials for the subject property were done with intention and purpose, effectively integrating traditional architectural form into a discernable mid-20th Century modern building. The building utilizes vernacular

building materials including common brick, wood cladding, and glass but highlights their simplicity to great advantage to create the refined classicism that clearly references the building's architectural typology while honoring the Church of Christ, Scientist's purposeful reduction of religious symbols and liturgical objects. Nearly all of the original design elements and exterior material applications have been preserved in excellent condition. As such the property retains a unique ability to demonstrate a consistent and purposeful design vocabulary that harmoniously combines centuries-old tradition, new and evolving modern sensibilities, and the client's distinctive qualities.

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

The structure was designed and constructed in 1946 by the architecture firm Perkins, Wheeler, and Will, the predecessor to today's Perkins & Will. Newspaper clippings from the time supplied as evidence in the nomination indicate that local resident and founding partner Larry Perkins designed the church himself, which has been corroborated by leadership at Perkins and Will indicating Larry was the Partner In Charge with final say over the design of the structure. The spare/modern classicism it presents is typical of Perkins's style at the time -- utilizing simplicity of form and vernacular materials to great advantage. The structure is a rare example of ecclesiastic design by Larry Perkins and may be the only Church he designed during his acclaimed career. Landmark structures in Evanston designed by Perkins and Will include:

1. Evanston Township High School additions (1600 Dodge Ave.) by association,
2. Noyes Street School addition (927 Noyes St.) by association,
3. Phillip Wills home (2949 Harrison Street)
4. Larry Perkins home (2940 Harrison Street),
5. Portions of Foster School (2010 Dewey Avenue)

Larry Perkins (1907-1997) was a significant local, regional, and national architect, a native son of Evanston, and a lifelong resident. Perkins was a founding partner of the Chicago architectural firm Perkins and Will and the son of Dwight H. Perkins, a significant architect who helped pioneer the Prairie and Chicago Schools of architecture. Perkins Woods in North Evanston is named after Dwight Perkins, and is a testament to his effort to establish the Forest Preserve District of Cook County, the first of its kind in the country. Larry Perkins is a significant and influential part of Chicago and Evanston's architectural heritage, not exclusively for his own architectural contributions, although they are significant and many. Moreover, Larry Perkins is part of a family lineage of distinguished architects including his father, Dwight Perkins, a foundational influence of the Chicago and Prairie Schools of Architecture, his cousin, Marion Mahony Griffin, a famous Prairie School architect and co-designer of the City of Canberra, Australia, and his son Bradford Perkins, founder of the International architecture firm Perkins Eastman.

Larry Perkins graduated from Cornell University in 1930 where he met Philip Will. The two formed their own firm, Perkins and Will in 1935, and were later joined by E. Todd Wheeler in 1936, forming Perkins, Wheeler, and Will. Although never a partner, architect and urban planner Bill Brubaker was a significant force for the firm, joining in 1947. In the early years the firm primarily designed residences on Chicago's North Shore. During the Depression and World War II the firm had difficulty finding commissions. It wasn't until the post war years and subsequent "baby boom" that the firm would found significant success. At this time, the firm transitioned from residential design to the design of schools and institutional buildings, which were in short supply at the time. Their first major institutional and nationally significant success was the Crow Island School in Winnetka (1940 in collaboration with Eero Saarinen). The Crow Island School was the recipient of the Twenty-Five Year Award by the American Institute of Architects in 1971 and dedicated a National Historic Landmark in 1990.

During the late 1940s and 50s Perkins, Wheeler, and Will grew significantly, and in 1951 it opened its first satellite office in New York state. By 1960, the firm had opened its Washington D.C office, designed nearly 400 school projects in twenty-four states, and became nationally known as a leader in institutional design that emphasized a human-centered approach and modern, simple design aesthetic. Shortly before Larry Perkins and Todd Wheeler's retirement in 1972, their firm established an office in Florida and New York City. In 1975, Larry Perkins earned the Distinguished Service Award from the American Association of School Administrators, the first person outside of the education field ever to receive the award. Perkins's vision for the design of education facilities was transformative, leaving a lasting legacy and influence on school typologies across the globe. Locally, Larry Perkins was the Chairman of the Evanston Plan Commission for many years, and was one of the City's most prominent residents until his death in 1997. Today Perkins & Will is an internationally prominent architecture firm with over 2,000 employees and significant commissions across the globe.

The property owner has offered anecdotal evidence that Dwight Perkins, Larry's father, was a consulting architect on the project. Dwight Perkins died in 1941, five years before the church was built and a year before the design was completed in 1942. He was in poor health, was almost entirely deaf by the mid 1920s, and had long since retired to California, making it very unlikely that he had any significant involvement with the design. However, if Dwight Perkins was involved in the design of the Church, rather than being evidence against criterion 4, it would be additional evidence in its support -- suggesting that the design of the church was done in partnership between two of Evanston and the Regions most influential architects.

The evidence provided in the nomination include the building permit which indicates Perkins, Wheeler, and Will as the architect of record as well as multiple newspaper articles dated from the mid 1940s and early 1950s which identify Perkins Wheeler and Will and Larry Perkins specifically, as the architect and lead designer who drew the plans for the structure. This has been corroborated by leadership at Perkins and

Will in Chicago who stated Larry Perkins was the Partner in Charge of the project with final say over all aspects of its design. 2715 Hurd Avenue is also listed on a typed and hand written document which lists all projects designed by either Larry Perkins or Philip Will in Evanston. This document was created in the late 1950s by Larry's wife and makes no reference to Dwight's involvement.

Explanation of the integrity or lack of integrity of a nominated landmark or district:
On July 13, 2021, the Preservation Commission found that the nominated property and building at 2715 Hurd Avenue, in accordance with subsection 2-8-4 (B), retain excellent integrity. The property retains all of the particular style's architectural features, detailing, and spare ornamentation, with no historic building materials covered or removed, and no large and unsympathetic additions.

According to the National Register evaluation guidelines, historic integrity is the authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's historic period. Qualities of historic and architectural integrity include:

1. Location
2. Design
3. Setting
4. Materials
5. Workmanship
6. Feeling
7. Association

Historic integrity enables a property to illustrate significant aspects of the past. All seven qualities are important to understand a buildings integrity but they need not all be present. It is recognized that changes occur over a particular building's lifespan, but its integrity can be maintained if the overall sense of past time and place are evident. Each of the seven qualities have been evaluated for the subject property and are included in detail below.

Location: Integrity of location refers to the place where the historic property was constructed or the place a historic event occurred.

The subject property remains in its original location with original principal, secondary and tertiary façade orientations. As such, the relationship between the property and its historic associations has been maintained.

Design: Integrity of design refers to the consistency and composition of design elements and original and cohesive design vocabulary which together formulate the basis for the structures historic identity. These elements are manifested in form, plan, space, structure, and style.

The subject property's form, spatial arrangement, pattern of fenestration, textures and colors of exterior surface materials, and type and style of applied ornamentation have been remarkably maintained.

Setting: Integrity of setting refers to the physical environmental features that taken together create compositional sense of place. Setting includes both the lot of record, as well as the surrounding built and natural environment.

The character of the place in which the subject property was constructed has been largely unaltered since construction in 1946. At that time, the majority of the surrounding properties had been platted and built out including the many proximate Colonial Revivals of the 1930s, on Hurd Avenue, Park Place, and Lincolnwood Drive, as well as the more vernacular bungalows along Lincolnwood Drive north of Park Place, which remain remarkably intact. The setting's designed features, such as the street network, paths, and alleyways remain largely unchanged. Notably, the relationship between the subject property and adjacent buildings, other features, and open space has changed little due to the block-long Willard Elementary School complex to the west.

Integrity of setting is particularly important for District designations and less so for individual Landmark designations. The surrounding neighborhood has evolved in the last 80 years, but remains predominately similar in land use, density, and overall character.

Materials: Integrity of materials refers to the physical characteristics combined in a purposeful pattern or configuration which form the historic property.

The chosen historic exterior materials are not only extant but significantly preserved and in good condition.

Workmanship: Integrity of workmanship refers to the physical evidence of the crafts of a particular culture, trade or combination of trades which existed during the property's historic period.

The workmanship is evidence of Ragnar Benson and associated contractors labor and skill in constructing the subject property and is a testament to its lasting viability. The property's workmanship, similar to the materials chosen, are expressed in vernacular methods and plain finishes, which in combination with the chosen form, create a unique composition. Significant extant features of note include the colored brick masonry and associated tooling as well as the subject property's joinery including window moldings, wooden Greek Revival relief panels, wood clad pediments, wood frieze, and particularly the temple fronts vertical wood clad masonry piers which interpret traditional column fluting in a modern aesthetic.

Feeling: Feeling is a property's expression of the aesthetic or historic sense of a particular time or cultural movement.

The design, materials, and workmanship noted above, when taken together as a composition, convey the property's historic character and significance with full effect.

Association: Association is the direct link between an important historic event or person and a historic property. Association is not relevant to the designation criteria the Commission determined were met.

Identification of critical features of the nominated Landmark or areas, properties, sites, and objects in a nominated District to provide guidance for review of alteration, construction, demolition or relocation:

South Elevation:
The south elevation is primary and contains no noticeable alterations from the original design. Critical extant features include:

1. Symmetrical temple front portico with minimized fenestration including a centered entryway with narrow entablature below a large nine-lite fixed window.
2. Prominent wood clad pediment with corner acroteria (architectural ornament placed at the outer corners) supported by four substantial brick piers with inside faces cased in vertical wood cladding.
3. Prominent steeple with narrow wood clad base, inset belfry with corner acroteria and tapered spire
4. Wood frieze board
5. Atypical brick hue treated with soda-ash.

Photos on subsequent page



South Elevation Photos

West Elevation:

The west elevation is secondary and has minimal alterations limited to mechanical ventilation in the wood clad pediment, a non-original access stair and altered access door at the rear-volume.

1. Prominent wood clad pediment with corner acroteria
2. Prominent bay window with large-scale center fifteen lite wood divided lite window between two, two-over-three vertical single-glazed wood divided lite windows and lower six lite wood divided lite window between two one-over-one wood single-glazed windows with prominent joinery. The top and bottom portions of the bay are bisected by large Greek Key motifs.
3. Large vertical expanses of single-glazed four-over-six wood divided lite windows and lower one-over-one double windows with prominent joinery and bisecting Greek Key motifs.
4. Distinctive soda-ash treated common brick of atypical hue
5. Wood frieze board

West Elevation Photos






East Elevation:

The east elevation is secondary with minor alterations including ventilation louvers at the pediment, and a non-original access point at the southeast volume. Critical extant features include:

1. Prominent wood clad pediment with corner acroteria
2. Prominent bay window with large-scale center fifteen lite wood divided lite window between two, two-over-three vertical single-glazed wood divided lite windows and lower six lite wood divided lite window between two one-over-one wood single-glazed windows with prominent joinery. The top and bottom portions of the bay are bisected by large Greek Key motifs.
3. Large vertical expanses of single-glazed four-over-six wood divided lite windows and lower one-over-one double windows with prominent joinery and bisecting Greek Key motifs.
4. Distinctive soda-ash treated common brick of atypical hue
5. Wood frieze board

East Elevation Photo:



North Elevation:
The north elevation is tertiary with minor alterations including a mechanical enclosure at the northeast corner as well as one missing window at the northwest corner. Critical extant features include:

1. Wood Greek Key motifs.
2. Distinctive soda-ash treated common brick of atypical hue

North Elevation Photo:



Proposed Design Guidelines, if any, for review of alteration, construction, demolition, or relocation:
If designated as Evanston landmark, the church structure at 2715 Hurd Avenue would be subject to review for exterior work requiring a permit and when visible from the public way under City Code, Section 2-8-9, Standards for Review of Alteration, Construction, Relocation and Demolition. The Commission recommends the following guidelines:

1. Adaptive use of the existing structure is encouraged and alterations which practically facilitate future re-use should be approved so long as the architectural integrity of the structure is retained.
2. Subdivision and development of the north parking lot is appropriate so long as new construction is subordinate in height and mass.

Map showing the location of the nominated Landmark



Adaptive Use Potential:
The adaptive use potential for the structure is limited without a Landmark designation. A list of all proposed and special uses in the R1 Single-Family Zoning District that would not necessitate demolition of the structure include:

- Bed and Breakfast Establishments
- Child Residential Care Home
- Cultural Facility
- Daycare home – adult or child
- Dwelling – Single-Family Detached
- Education Institution Private
- Planned Development
- Religious Institution
- Residential Care Home

If Landmarked, the structure would be an excellent candidate for Code Section 6-3-7, "Unique Preservation Use", which would significantly increase the potential for the property to be adapted as multi-family residential – the most common adaptation for religious structures. Additionally, the Unique Preservation Use would allow for the subdivision and conversion of the parking lot for a single-family residence while maintaining adequate parking off the alley for the multi-family residences. Qualification for the Unique Preservation Use would require minimal modification of the existing codes criteria to extend the provision to individual Landmarks outside of Historic Districts. Planning staff believes it is an amendment which aligns with best planning practices, and the City's Climate Action Plan -- strengthening the adaptive use potential for historic character defining structures by giving them new life, preserving their embodied energy, and eliminating unnecessary construction and material-based emissions and landfill waste.

Legislative History:
On April 13, 2021 Andrew Nebel (applicant), an individual meeting the criteria under City Code, Section 2-8-5 (A), filed a completed nomination form initiating Landmark nomination proceedings for the property located at 2715 Hurd Avenue. The nomination sought to list the property under criterion 2, 3, 4, and 6. The nominator later revised the nomination to exclude criterion 6 from consideration.

Pursuant to City Code Section 2-8-5 (C) 1., the Second Church of Christ, Scientist (owner of record), was notified by regular mail and e-mail on April 14, 2021. Pursuant to City Code Section 2-8-5 (C) 2., a public hearing was held on May 11, 2021 -- within 90 days of the date the nomination was received. The hearing was conducted in accordance with the Commission's rules and procedures, during which, the Commission heard and considered all testimony and evidence related to the designation criteria from both the applicant, and the owner of record. No members of the public gave testimony during the hearing. Finding that the nomination of the subject property had met designation criteria 3 and 4, the Commission closed the public hearing, initiating proceedings under City Code, Section 2-8-5 (E) in which the Commissions formal report and resolution are to be completed and adopted within 70 days of the close of public hearing. (by Tuesday, July 20).

Applicant presentation and testimony:
The applicant Andrew Nebel presented testimony primarily focused on the importance of Larry Perkins as an Evanston resident, and his prominence as a regional and nationally acclaimed architect. The applicant nominated the property under three criteria: 2, 3, and 4. The applicant presented background information on the structure including the Church of Christ, Scientist, who created a building fund for a new church in 1929 due to capacity issues at their main location at Chicago Avenue and Lake Street (still extant but now the home of the Music Center of the North Shore). The church ultimately selected the site in northwest Evanston due to its proximity to Central Street, at the time a major thoroughfare to downtown, which included a well-traveled streetcar system, and an area which was rapidly growing but still contained large undeveloped parcels.

In regards to criterion 2, and 4, the applicant presented testimony on the life and work of Evanston resident Larry Perkins including his work with Eliel and Eero Saarinin for the Crow Island School in Winnetka (1941), for which he would receive the American Institute of Architects 25 Year Award. The work Perkins undertook at Crow Island was unprecedented, where the form of the school was a result of the internal function and needs of not only adults, but more importantly of the children. Perkins continued to have a successful career designing schools across the country until his retirement in the early 1970s. The applicant made a case that the work at Crow Island and collaboration between the Saarinins influenced the work at the subject property although it was later more accurately stated that the work at Crow Island and the work at the subject property were simply representative of Perkins commitment to design and his abilities as a modern architect, including his collaboration with other architects of the time exploring similar trends.

The applicant went on to describe the life of Larry Perkins outside of his architectural legacy, including his being a native son of Evanston, and son of influential prairie school architect Dwight Perkins. The applicant noted many of Larrys civic achievements including being associated with many structures in Evanston, Chicago and the nation, member and chairman of the Plan Commission, member of the Cook County Building Codes Commission, and ambassador for Evanston. The applicant cited the late Mayor Joan Barr who called Perkins, "an individual and an institution in our City." Perkins was voted Chicagoan of the Year in 1963, received the American Association of School Administrators Distinguished Service Award in 1975, authored two books, (*Schools* in 1949 and *Workplace for Learning* in 1957) and after his retirement continued his legacy by sharing his deep knowledge and desire to teach with future architects as a professor at the University of Illinois – Chicago, the University of Illinois, Urbana-Champaign, and at the University of Arizona.

At the time of his death, Evanston's City Council honored Larry Perkins with resolution R-97 noting his significance to the city.

Notable commissions of Perkins, Wheeler & Will include:

1. Adlai Stevenson home in Libertyville
2. First National Bank in Chicago
3. The US Gypsum Building in Chicago
4. Rockford Memorial Hospital in Rockford
5. The Dawes School in Evanston
6. Washington School in Evanston
7. Chute Middle School in Evanston
8. Notes School addition in Evanston
9. First Congregational Church in Evanston (remodel)
10. Methodist Building in Evanston
11. Foster Field House in Evanston
12. Phillip Will, Jr. Home in Evanston
13. The Leonard Wall House in Evanston
14. Skiles School Additions in Evanston
15. ETHS Additions in Evanston

It can be said, although debated, that no greater and more influential architect has called Evanston home than Larry Perkins. His firm went on to become the second largest in the world by 2019 with offices and commissions worldwide.

In regards to Criterion #3, the applicant described the structure as a unique representation of mid-century and classical architectural influences, which are uniquely conveyed due to the condition of the church's exterior design intentions and material applications. These include its original cruciform shape, what the applicant called a typical western church form, more aptly identified as the Gibbs church typology, and its ability to represent reverence through common and

simplified materials – primarily brick, glass, and wood. The applicant supplied the following key features:

1. Greek key reliefs on panels
2. Original wood windows
3. Recessed bay windows
4. 84-foot-tall steeple
5. Acroteria on all corners and mirrored in the steeple
6. Prominent columns and front entry
7. Original inscriptions, and lighting fixtures
8. Brick hue as treated with soda ash

The applicant and consultant Susan Benjamin stated that the bricks are a "Chicago Common Brick" crafted from clay from the Chicago River. The applicant also retrieved from the Church's archives quotes from J. Frank Grives, Chairman of the church's Building Committee in 1946 who said, "the church would vary from the conventional church is some respects and will pioneer some ideas that may be the forerunner of a style".

The applicant continued noting that other significant individuals had contributed to the design of the church including Ragnar Benson Construction, LLC that would receive the Horatio Alger Award, and acquired other notable commissions including the Three Mile Island Towers, Chicago CNA Building, and Harbor Point Towers. The workmanship of Ragnar Benson has been maintained in excellent condition.

Additionally, the Landscape Architect for the project, Franz Lipp, completed a significant project at the subject property in 1968-1972 including the general site plan seen today. Unfortunately, other than some of the property's larger ornamental trees, the landscaping has not been maintained to the same standard as that of the building. The Art Institute of Chicago has over 57 Franz Lipp drawings in its collection; he was also a prominent photographer. He completed significant landscape projects across the country, including the Brooks McCormick home, and the Kohler Memorial.

The applicant's nomination is attached.

<u>Owner of record testimony:</u>
A representative for the owner of record, Garry Shumaker, provided testimony against the nomination noting that the applicant had not discussed the nomination with the owner of record, that designating the structure a Landmark was unnecessary, and that the designation criteria were not met. Mr. Shumaker alleged that in regards to criterion 2 and 4, the work at 2715 Hurd Avenue was not significant in the formulation of Larry Perkins's career or body of work as an architect who rather focused primarily on the design of educational resources, and that the church did not represent or expand on broader movements in religious architecture.

In regards to criterion 3, Mr. Shumaker stated that the refined classicism of the church was not unique but was representative of larger design movements during the mid-20th Century including the International Style and later successions still popular today, but were not significant in their formulation or evolution. Additionally, Shumaker stated that the nominations reference to the Saarinens' work at the Cranbrook Educational Community, and 2715 Hurd Avenue and any continued collaboration between Perkins and Saarinen which may have influenced the design of the church, was conjecture. Shumaker continued to argue that the structures common materials, forms, and refinement were influenced not by thematic design movements, but by a cost conscious Second Church of Christ, Scientist and their preference to reduce emphasis on ornamentation, liturgical objects, and sacred spaces. The church is not unique in this respect with similar design treatments and philosophies for Church of Christ, Scientist structures constructed across the country. The design, materials, and means and methods of construction were common for both Larry Perkins, the architect, and Ragnar Benson, the contractor, and remain in common use today.

Finally, Mr. Shumaker stated that the owners object to any additional oversight and the protections sought for the property and afforded through the Preservation Ordinance and that they were unnecessary and unwarranted (notably overlooking that the property was recently proposed for demolition).

Additional Testimony on June 8, 2021

At the June 8 meeting, the Public Hearing was re-opened to allow representatives of the church the opportunity to provide additional testimony and submit additional evidence for consideration at their request.

Representatives of the church indicated that the church archives contained letters from the 1930s indicating that Dwight Perkins had a role in the design of the building but provided no evidence to that effect. Additional concerns were raised with the ability to market the property as well as the structures adaptive use potential which is addressed by the Commission in its aforementioned proposed guidelines for designation and section on adaptive use. Previous versions of this report included all permitted and special uses which were perceived by the owner as a list of potential adaptive uses. This has been corrected to avoid confusion and clarification has been made that subdivision of the parking lot for development would be advantageous as a component of multi-family adaptation of the principle structure.

Finally, representatives stated that aspects of previous drafts and commission memos regarding the property were inconsistent, but in reality the versions evolved as further evidence was presented and reviewed and individual Commissioners provided input on the report. It was further asserted that facts and the basis of the recommendation were flawed and incorrect, but evidence to support those assertions were not presented by representatives of the church.

Additional Testimony on July 13, 2021

At the July 13 meeting, legal counsel retained by the owners of the church provided additional testimony. The owners legal counsel disagreed with criterion 4 being met and the evidence provided and finding of fact by the Commission that Larry Perkins designed the church. It was said that the Commission, Landmarks Illinois, and Perkins and Wills leadership in the Chicago office presumed this to be true without providing evidence. However, the owners legal counsel failed to address the two newspaper articles which indicate that Larry Perkins drew the plans for the structure (included in the nomination) and that this fact was corroborated by Perkins and Will which agreed that given the timing in the firms history, Larry Perkins would have been the Partner in Charge for the project with final say over all aspects of its design. The owners representative further provided an oral history of Larry Perkins as new evidence, making the presumption that he did not design the church because the structure was not mentioned during the interview. The owners representative then claimed that even if Larry Perkins had in fact designed the structure, criterion 3 was not met because the structure was not high-style, was not innovative, and was not a seminal work for Larry Perkins career or the firm of Perkins and Will. This is well disputed in the Commissions Report. Finally, the owners representative expressed frustration with City Staff for not discussing preservation of the structure during review of a withdrawn application for Planned Development at DAPR. City staff believes this is a misunderstanding of the role of DAPR and the objection was responded to in a memorandum included in the July 13 packet. It is common for a resources significance to be unknown, and nomination for designation to not occur until a resource is significantly threatened – as was the case for the subject property, which was only nominated and extensively researched by the nominator following a proposal for demolition.

Owner Consent:

Owner consent, although welcome, is not required for nomination or designation as a Landmark by ordinance. This is true of any well-drafted preservation ordinance and is consistent with legal determinations and best planning practices nationwide. Owner consent provisions result in the demolition of otherwise qualified and deserving properties – properties which are highly adaptable and contain significant embodied energy which even under best circumstances are replaced with buildings that take decades to offset waste, construction, and material based energy impacts on the climate. A significant possibility in this instance as well considering the subject property was recently proposed for demolition and the owners representative claims it cannot be repurposed despite its excellent condition. If designated, the property owner retains their right to due process, and can continue to propose construction, alteration, demolition, or relocation in accordance with City Code Section 2-8-8 and 2-8-9. If concerns are raised to the designation limiting the use or value of the property, the owner is afforded due process through City Code Section 2-8-10, Economic Hardship and City Code Section 2-8-11, Special Merit, allowing the argument of an economic burden to be thoroughly considered by the Commission and ultimately determined by the City Council with documentation and evidence rather than hearsay.

Preservation is not a means of stopping change – rather it is a means of managing change at the benefit of the public good. This year, and similarly across subsequent years, the Commission has approved over 95% of cases brought before it. In the last twenty years (as far as the City's digital records go), the subject property has not applied for a single permit which would have necessitated review by the Commission. The Commission believes that the property would have increased marketability and adaptive use potential as a Landmark. Notably, Landmark designation is the only viable path for adaptive use as multi-family residential -- the most common for religious structures. Many churches in Evanston have been adapted for a residential use including the recently approved adaptive use of the Evangelical Covenant Church at 1101 Church Street near the downtown and additional structures. Additionally, owners of historic properties are afforded unique incentives which make adaptive use and associated financing more attractive and feasible for developers. These include offering residents valuable technical assistance and expertise not offered to residents outside of Historic Districts or of properties not designated as Landmarks as well as significant financial incentives for local Landmarks and Historic Properties including:

1. Preservation Easements;
2. Property Tax Assessment Freeze; and,
3. Class L Designation
4. Illinois Historic Preservation Tax Credit Program (requires NRHP designation)
5. Federal Historic Preservation Tax Credit Program (requires NRHP designation)

Conclusion:
Preservation plays an indispensable role in shaping and maintaining the visual character, social fabric, and resiliency of Evanston's distinct neighborhoods. Evanston's architectural heritage is inexorably linked to its past, including its many distinguished religious buildings such as 2715 Hurd Avenue. These resources bind Evanston's residents to their neighborhoods and physical environments, and provide opportunities for current and future generations to tell stories of Evanston's historic and architectural legacy -- including prominent architects and civic leaders such as the Perkins family and in this case Larry Perkins individually. It is easy and common, as the owner's representative has done, to minimize the importance and quality of mid-20th century architects and the resources they left behind. However, these resources are now eligible for the National Register, are at the forefront of Preservation Planning, and are becoming increasingly acknowledged for their quality, character, and adaptive use potential. Evanston's early Modern, Mid-Century, International Style, and Brutalist expressions of architecture are worthy of protection and reflective of Evanston's continued vibrancy and economic relevance from the late 1930s through the 1970s. To that end, the church structure at 2715 Hurd Avenue is irreplaceable and represents evolutionary trends in architecture, high quality design and innovation, and high craftsmanship, which in composition offers visual interest and curiosity in materials and forms not commonly used in today's construction.

The Commission resolves with unanimous agreement that the nominated property meets criterion 3, and 4 for designation, that the property retains excellent integrity, and therefore recommends that City Council designate the property and church as a Landmark as a means of safeguarding the City's historic, cultural, and architectural heritage.

Exhibit B:

Landmark nomination for 2715 Hurd Avenue.

NOMINATION FEE: $100.00

CITY OF EVANSTON PRESERVATION COMMISSION
2100 Ridge Avenue, Evanston, IL 60201
(847) 448-8687

APPLICATION FOR NOMINATION OF A PROPERTY, STRUCTURE, SITE OR OBJECT FOR DESIGNATION BY ORDINANCE AS A LANDMARK

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

1. **Landmark Nomination** (for individual nomination of a property, structure, site or object submit the information below:

a) Address of property, structure, site or object being nominated:

Street #: 2715 Street Name: Hurd Avenue Zip: 60201

b) Real Estate Index Number: 05-33-413-060-0000 Zoning: R1

c) Original Architect/Contractor (if known): Perkins, Wheeler, and Will

d) Year Built (if known): 1946- Architectural Style: Refined Classical Revival

Primary Exterior Building Material(s): Brick, Glass, Cedar Plank

e) Significance:

☒ Architectural ☒ Historical ☐ Archaeological ☒ Cultural

f) Is property, structure, site or object within an existing historic district? ☐ Yes ☒ No

If yes: ☐ Lakeshore ☐ Ridge ☐ Northeast Evanston

NOTE: If the nomination is for a property, structure, site or object with no official street address, please indicate its location on the attached city map.

2. **Provide legal description** of property, structure, site or object being nominated:

PARCEL 1
ALL OF LOTS 27 AND 28 IN MITCHELL & FOSTER'S RESUBDIVISION OF LOTS 6 TO 24, INCLUSIVE, IN BLOCK 6, ALL OF BLOCK 7 AND VACATED PUBLIC STREETS IN BAUER'S ADDITION TO WILMETTE, A SUBDIVISION OF LOT 1 (EXCEPT THE WEST 2 CHAINS, 55-1/2 LINKS) OF THE NORTH 161 FEET SOUTH OF PUBLIC HIGHWAY IN THE NORTHEAST FRACTIONAL QUARTER SOUTH OF THE HIGHWAY OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST, ALSO LOT 2 (EXCEPT THE WEST 6-1/2 ACRES BEING THE WEST 2 555 CHAINS) IN THE EAST FRACTIONAL HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANG E13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2
ALL OF LOTS 46, 47 AND 48 IN WESTERLAWN, A SUBDIVISION OF LOTS 9 THROUGH 12 IN COUNTY CLERK'S DIVISION OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

a) Name of owner(s) of record of area, property, structure, site or object being nominated:
Second Church of Christ, Scientist.

b) Phone #: 847-864-6477 E-mail:

c) (Mailing Address) Street #: 2715 Street Name: Hurd

City: Evanston State: IL Zip: 60201

Page 1 of 2

NOMINATION FEE: $100.00

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

2-8-4. - CRITERIA FOR DESIGNATION.

Every nominated landmark or district must meet one or more of the following specified criteria for designation.

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

1. Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property;
2. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the City, State, Midwest region or the United States;
3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;
4. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the City, the State, the Midwest region or the United States;
5. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail;
6. Its association with important cultural or social aspects or events in the history of the City, the State, the Midwest region or the United States;
7. Its location as a site of an important archaeological resource;
8. Its representation of an historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous;
9. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community or the City;
10. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City, whose components may lack individual distinction.

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

5. a) **Name of Applicant**(s); person(s) who submit(s) this nomination for Landmark designation:

ANDREW NEBEL

b) Phone: 312-802-6829 E-mail: andy@theandynebelcompany.com

c) (Mailing Address) Street #: 2659 Street Name: Hurd Ave

City: Evanston State: IL Zip: 60201

d) Applicant(s)' Signature: Andrew Nebel Date: 4/13/21

Submit the nomination form to: Evanston Preservation Commission, 2100 Ridge Avenue, Evanston, IL 60201
For additional information contact: Cade W. Sterling at csterling@cityofevanston.org
The $100.00 nomination fee is payable to the 'City of Evanston.'

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Landmark Nomination - 2715 Hurd

Prepared for: Evanston Preservation Commission
Prepared by: Andrew Nebel, 2659 Hurd Avenue
Nomination Editors: Susan Benjamin
April 15, 2021

LANDMARK NOMINATION – 2715 Hurd
CRITERIA #2, #3, #4

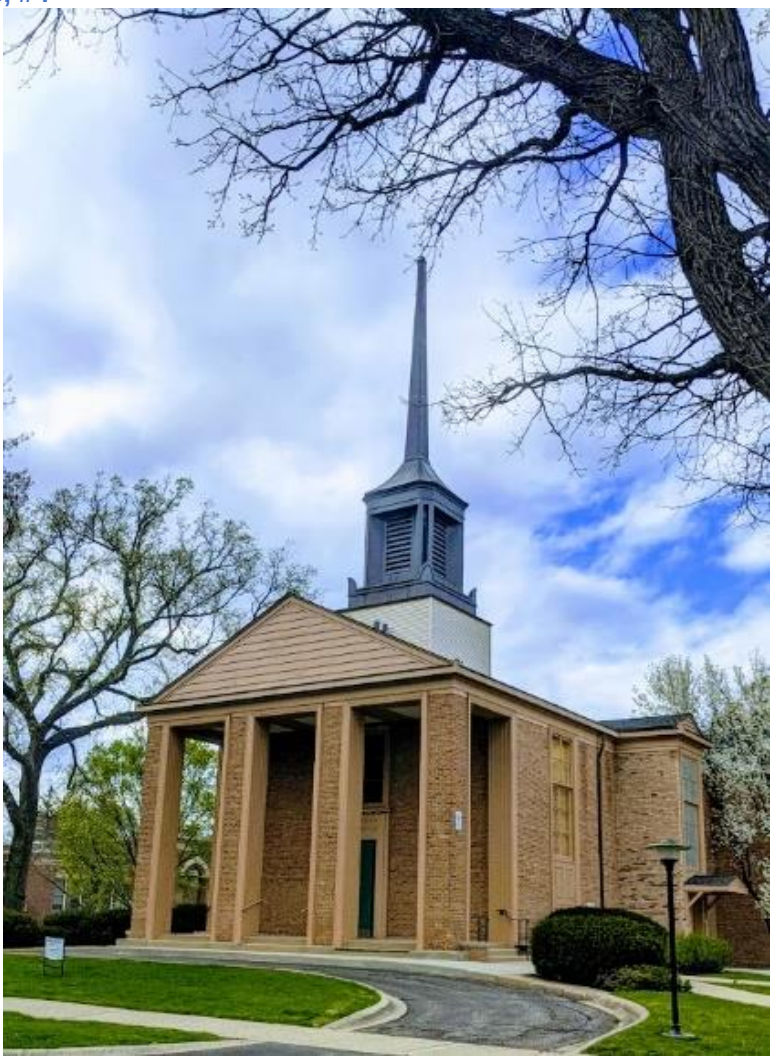


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- **Description and case for criteria #2 #4**
- **Description and case for criteria #3**
- **Final Thoughts**
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Topline

2715 Hurd Avenue also known as the Second Church of Christ, Scientist was designed by influential architect and Evanston resident Lawrence (Larry) Perkins. Additional landscape architecture was created by renowned landscape architect Franz Lipp and his firm, Franz Lipp and Associates. Construction was completed by Ragnar Benson, now, one of the largest construction firms in the world. A $6,000.00 dollar check from Mary Baker Eddy's estate allowed the church to pay off all remaining debt so that it could be officially dedicated. The church stands on an important spot in Evanston's race-relations history.

The church structure is 74 years old and is a neo-Greek* church and is a fine example of mid-century architecture retaining many original prominent features in good integrity.

*Some describe the church is revival colonial

Background

In 1929 The United Church of Christ, Scientist had already established a large following in Evanston. The church building at Chicago Avenue and Lake Street was at capacity. Church leaders knew they needed a second church to handle the rapidly growing congregation. A building fund was created. But it was more than a decade later before the project would have enough capitol for church leaders to give the go-ahead for site location, design, and construction. When the time had come, the leaders looked to the northwest corner of Evanston as the future home to the second Christian Science church in our community. This area of Evanston was growing with single family homes. In addition, at the time, Central Street was the main thoroughfare for auto access to and from downtown Evanston. Finally, the Willard Elementary School, would serve as a bucolic backdrop for a new church. In 1946 church leaders were able to gather the money needed to build the new house of worship. In that year, the permit was approved. The design was completed, and construction began at the corners of Park Place and Hurd Avenue on July 5th. (see article below in afterword)

The Cases for Landmark Status

CRITERIA FOR DESIGNATION

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

#4 Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the city, the state, the Midwest region,
or the United States

A Renowned Architect and Designer – An Evanstonian

Historically, the Christian Science mother church had a strong commitment to creating places of prayer and meeting with classically dramatic flair. Evidence of this can be seen in the impressive construction on Wacker Drive in Chicago to the wonderfully strong First Church of Christ Scientist in Evanston. For the new building at Park and Hurd, the leaders needed an architect that would not only create a spacious hall, but also continue the tradition of great architecture for which the church was known. While the classical revival style of the Christian Science Church reflected its architecture for decades and was promulgated by famed Chicago architect Solon Beman, the leadership looked to an architect who understood Evanston and its people. They looked to someone with a growing reputation who showed his ability to embrace classic ideas and transform them into something new. They turned to someone who was able to take the concepts of classic revivalism and transform them with a modern vision. They looked for an architect who was known to thoughtfully address issues of size and context. They turned to Evanston's own, Lawrence "Larry" Perkins.

> **"The award goes to an individual and an institution, Larry Perkins."**
> **Joan Barr**, **Evanston Mayor 1987**
> On the presentation to Lawrence Perkins as recipient of the Mayor's Award for the Arts

What Put Perkins on the Map

Lawrence Perkins and fellow Evanstonian Phillip Will started their firm in 1935. In 1936 they added E. Todd Wheeler to the sign on the door. In 1940 just a year before the United States entered World War II the Perkins, Wheeler, and Will team, led by Perkins, unveiled a new approach to school architecture that would shake the very foundation of what an educational institution could be. Perkins led the effort along with architects Eliel and Eero Saarinin (now famed for Michigan's Cranbrook School) to create Winnetka's, Crow Island School. In her Ph.D. dissertation entitled, School Architecture in the Progressive Era: The Career of Dwight H. Perkins, Donna R. Nelson, Ph. D. writes of Lawrence Perkins and the award to build the Crow Island School,

> "Perkins, Wheeler and Will were at the time of the Crow Island project an inexperienced firm, but they applied to the Winnetka school board anyway, and secured a place on the project by agreeing to work with an established firm. It was Lawrence Perkins himself who approached the Saarinens, based on a long family friendship."

She adds,

> "The architects' close attention to the needs of the children resulted in many large and small details being scaled specifically for them. Door handles, light switches, drinking

fountains, toilets and blackboards were at child, not adult, height; auditorium seats were molded to child's shape and graduated in size; rest areas were provided throughout. Minute attention to detail and to economy resulted in many unusual details. For example, a design in raised brick on the outside wall of the gymnasium that looked like decoration was, actually, a floor plan of the school, and the long narrow hallway into the nurse's office was the exact length required for standard eye tests."

That collaboration proved a mighty success. As school principal Julie Phieffer says, "whenever the history of school architecture is discussed, Crow Island School is mentioned."

Indeed, it was the Crow Island project that helped Lawrence Perkins find that first architectural love of his, which was school architecture. That landmark design for the Crow Island School became a standard by which other schools would be judged. The school opened in 1940 and was immediately hailed as a great achievement. Perkins, Wheeler, and Will was just "barely five years old" when Crow Island was designed, writes Reed Kroloff. In the firm's 75th anniversary volume Kroloff, the Dean of the Illinois Institute of Technology says, "The school was an immediate sensation in education and architectural circles, establishing a model for primary education in the United States that would endure for decades."



In designing the school, Perkins said,

"We went around to other schools to observe teachers and pupils in classrooms. We wanted to get kids away from the box-like, regimented classroom situation."

Perkins is seen here at the Rugen School of Glenview. (Adult male 3rd from left)

Crow Island School principal Julie Pfeffer describes the experience this way on Crow Island's website. https://www.winnetka36.org/domain/35

> “Like all good buildings, it (the Crow Island School) grew from the inside out. The needs of the children determined the individual classroom shape and this, in turn, determined the basic design of the building. No better self-contained classrooms are to be found. Each classroom area has extensive natural light from the large low windows, numerous storage areas and display cases, its own private exit to an outdoor courtyard which the class may plant and maintain, acoustically treated ceilings and blackboards and other fixtures placed at the proper height for the children for whom the room was intended. In addition to the main classroom, each room contains a workroom plus a private lavatory. The well-designed classrooms were grouped in three separate wings according to age level (a fourth wing was added in 1954) and connected by a core of rooms for common use: the auditorium, library, gym, activities room, administration, and so forth. The grounds and play area extending from the classroom wings were also zoned according to age groups which allows for increased freedom and greater safety in play activities. Incidentally, the "jungle gym" was developed in Winnetka's schools at this time, and **the "world's first jungle gym"** may be seen on the Crow Island School playground.” https://ecommons.luc.edu/cgi/viewcontent.cgi?article=3561&context=luc_diss

In application sheet to be nominate the building to be on the National Register of Historic Places, Janice Tubergen of the Crow Island 50th anniversary committee writes: “The school has four wings emerging from a central building with common rooms. This design allows each classroom to have its own outdoor courtyard. Each wing also has its own playground, two of which feature experimental examples of a jungle gym…The main entrance is under a chimney overhang on the west, with an additional entrance for the kindergarten on the east. The one-story building is flat with-the-exception of a 50-foot (15 m) chimney emerging from the north face, providing a "fifth wing" stretching vertically.” https://catalog.archives.gov/id/28891540

An article published on Bloomberg CityLab from 2015 entitled, Why Don’t All Schools Look Like This, shows that even after 75 years, Larry Perkins design was still the mark needed to be met for great school architecture. In the piece the author describes the school as “one of the first to be designed in the international style of architecture in North America. Its aesthetics and form, although not its planning or educational model, soon became a template for mid-century and factory model schools.” https://www.bloomberg.com/news/articles/2015-10-09/crow-island-school-why-don-t-all-schools-look-like-this

Crow Island changed everything within popular thought about what a school should look like. In the same Bloomberg article, Education Architect, Steven Turckes of Perkins & Will says, **“Crow Island turned all that upside down.”**

When the American Institute of Architects bestowed its prestigious 25 Year Award to the Crow Island School and Larry Perkins it said the building was “a landmark in design for education which demonstrates that an inspired educational philosophy can be translated into an architecture of continuing function and beauty.” In 1971, when the award was presented, it

was only the second time the organization had given out the honor. The first time was two years earlier to Rockefeller Center in New York City. (See article in afterword)

The War Years

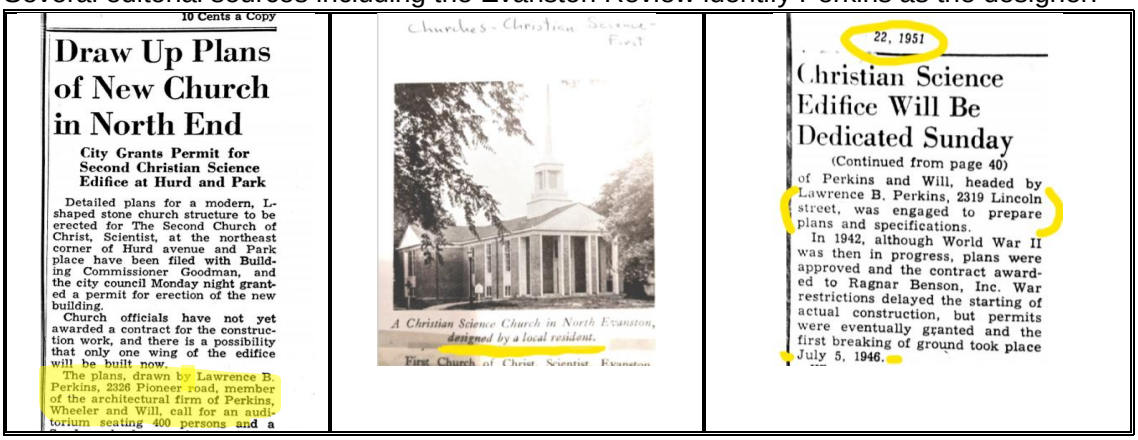
Even though Crow Island was a breakout success for Larry Perkins the war years were lean and demanding for the team. In 1942, the firm closed its doors for six weeks. Perkins, Will, along with noted architects Charles Eames and Eero Saarinin headed to Michigan to help with the war effort. The book, Perkins and Will, shares that the three took to Michigan "to volunteer to help design housing for a WWII bomber plant."

By 1946, however, World War II was over. Perkins and his firm had survived. According to Perkins and Will, School projects continued to be a growing market including, Glenview's Rugen School built between 1941-1944.

The Church Assignment

The assignment from the Christian Scientists to design a new church in northwest Evanston emerged in 1946. Perkins, Wheeler, and Will got the project. Lawrence Perkins as a local architect, with now an international reputation, was the choice to design it. It turned out this new church was just blocks from his childhood home.

The Crow Island School had put Perkins and his firm on the map, but it also identified Perkins as a forward-thinking modern architect with a vision and thoughtfulness that could bring a new vision to this new church. He accepted the assignment and put pen to paper to draw up plans. Several editorial sources including the Evanston Review identify Perkins as the designer.



10 Cents a Copy

Draw Up Plans of New Church in North End

City Grants Permit for Second Christian Science Edifice at Hurd and Park

Detailed plans for a modern, L-shaped stone church structure to be erected for The Second Church of Christ, Scientist, at the northeast corner of Hurd avenue and Park place have been filed with Building Commissioner Goodman, and the city council Monday night granted a permit for erection of the new building.

Church officials have not yet awarded a contract for the construction work, and there is a possibility that only one wing of the edifice will be built now.

The plans, drawn by Lawrence B. Perkins, 2326 Pioneer road, member of the architectural firm of Perkins, Wheeler and Will, call for an auditorium seating 400 persons and a

Churches - Christian Science - First

A Christian Science Church in North Evanston, designed by a local resident.

First Church of Christ, Scientist, Evanston

22, 1951

Christian Science Edifice Will Be Dedicated Sunday

(Continued from page 40)

of Perkins and Will, headed by Lawrence B. Perkins, 2319 Lincoln street, was engaged to prepare plans and specifications.

In 1942, although World War II was then in progress, plans were approved and the contract awarded to Ragnar Benson, Inc. War restrictions delayed the starting of actual construction, but permits were eventually granted and the first breaking of ground took place July 5, 1946.

What came from Perkins was a church that exuded a mid-century modern approach to the classic revivalism that was synonymous with the Christian Scientist Church's legacy designs.



2715 Hurd showing new vision for Greek columns.



Merchant's Taylor Building, Solon Beman 1893 World's Fair.

Larry Perkins, Our Neighbor

Lawrence Perkins, known locally as, Larry, was one of us. He was born in Evanston on February 12, 1907. He was the son of noted Architect Dwight Perkins and children's illustrator Lucy Fitch Perkins.

Larry grew up on Lincoln Street. He lived in several homes over the years in the neighborhood but his childhood home at, **2319 Lincoln is an Evanston Landmark** and, like the Crow Island School, is on the **National Register of Historic Places** (NRHP #85001908) because of the importance of the Perkins family to our community.



In fact, a simple article search on Lawrence Perkins reveals a sort of love affair with Larry, for everything he was at the time, and everything he has left us with, as part of his legacy.

Larry Perkins was a powerhouse and was one of the most influential Evanston residents of all time. While architecture catapulted Perkins to fame nationally, his local architectural achievements, civic work, international sailing trips, and high society happenings made him the most significant individual when it came to the historic nature and development of Evanston in the mid 20th century.

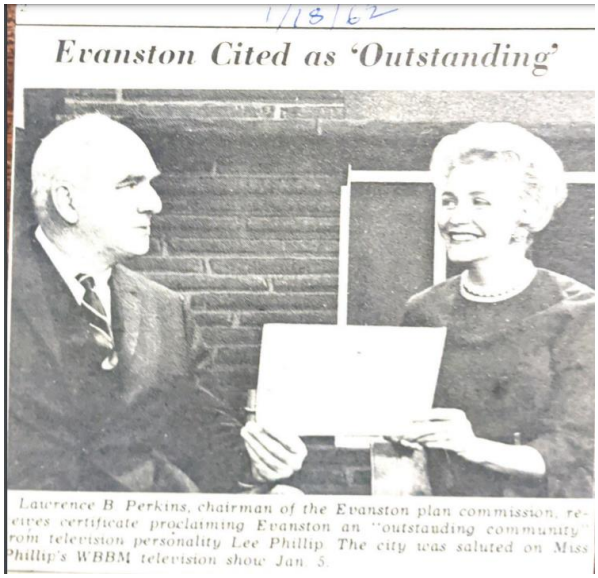
His name is associated with many structures in the city including various homes, office buildings, churches, and, of course, schools. Numerous sources cite these achievements

including his obituary in the Pioneer Press. In addition to the Second Church of Christ Scientist, local buildings to his credit include but are not limited to:

- **The Dawes School**
- **Washington School**
- **Chute Middle School**
- **Noyes School- Addition which turned into the Noyes Cultural Center**
- **First Congregational Church – Remodel**
- **Methodist Building - Ridge and Davis**
- **Foster Field House**
- **Phillip Will, Jr. House- Harrison Street**
- **The Leonard Wall House – (1932 First house designed by Lawrence Perkins)**
- **Skiles School Additions (now the MLK Jr. Magnet School)**
- **ETHS* –Music Rooms, Auditorium, swimming pools**
    - ***Dwight Perkins constructed the main building.**

Larry was always felt a strong duty to civic involvement. He served as a **member and chairman** of **Evanston's planning commission** as well as a **member of the Cook County Building Codes Commission 1963-1966**

He was the best ambassador for which a city could ask.



1/18/62

Evanston Cited as 'Outstanding'

Lawrence B. Perkins, chairman of the Evanston plan commission, receives certificate proclaiming Evanston an "outstanding community" from television personality Lee Phillip. The city was saluted on Miss Phillip's WBBM television show Jan. 5.

In 1962, for instance, Larry appeared on WBBM TV to accept an award on the city's behalf.
As chairman of the Plan Commission, Perkins accepted the award for "Outstanding Community" by show host Lee Phillip.

That Lawrence Perkins was a monumental figure who left an indelible mark on Evanston is unquestionable. His gifts to our community in both architectural achievements, cultural thought, and leadership remain part of who we are. When his name is mentioned, historians like those at the Evanston History Center literally take a deep breath and say, **"OH, Larry Perkins."** It is said with awe, love, and respect. He was, as the late **Mayor Joan Barr called him, "an individual and an institution in our city**" when giving him the Mayor's art award in 1987.

A Broader Plat of Survey

On a wider scale it is easy to see Lawrence Perkins valuable gifts to development of the Midwest and the United States. Let's just look at some of his accomplishments:

- **Founder of Perkins and Will – Internationally known architectural firm.**
- **Designer of more than 500 buildings.**
    - **Putting aside the forementioned:**
        - **The First National Bank Building in Chicago 1964**
        - **The US Gypsum Building in Chicago 1963**
        - **Rockford Memorial Hospital 1960**

The greater civic and architectural community recognized his significance with Awards and Honors that included:

- **Chicagoan of the Year award 1963**
- **American Association of School Administrators Distinguished Service Award 1975.**
    - The first person, at the time, outside of education to receive this honor.
- **25 Year Award by the American Institute of Architects* 1971**
    - Only the second time they had given this award at the time.

Larry Perkins was also an author of **two books, Schools in 1949 and Workplace for Learning 1957.**

While not measured in square footage, one of the biggest gifts Larry Perkins gave to us was his deep knowledge and desire to teach future architects the trade. Just as he was an inquisitive and investigative learner on his various projects, he regularly shared this joy of learning as an educator. In his obituary, in the Pioneer Press, it reports that:

> "Mr. Perkins served as **adjunct professor of architectural design** at the **University of Illinois** at Chicago beginning in the 1970's and as a visiting professor at the **University of Illinois, Urbana-Champaign** in the mid-1980s."

The article continued that:

> "He (Perkins) taught sketching at the **University of Illinois' architecture studio in Versailles, France,** as well as the **University of Arizona in Tucson.** He continued as a part time instructor for both schools until 1995."

From early on, it was clear that Larry had a world view for his firm. That can be seen in the exponential growth of Perkins & Will over the years. It is now ranked second largest architectural companies globally according to a 2019 survey in Building+Design+Construction. However, the respect people held for Larry went beyond architecture. Another good example of this was his involvement in the **Adlai Stevenson Institute of International Affairs. It was here that he served as director from 1965 thru 1975.**



Adlai Stevenson home, Mattawa, Illinois

In the firm's infancy, **in 1938**, Perkins, Wheeler and Will designed Adlai Stevenson's home **in Mettawa. Illinois.**

The former Governor and Presidential Candidate lived in the home until his death in 1965.

Final Thoughts on Larry's Significance

Larry Perkins was the son of Dwight Perkins, who along with Frank Lloyd Wright pioneered the Prairie School and ultimately what would become known as the Chicago School of Architecture. It is clear, however, that Larry did not live long in his father's shadow. He quickly rose to national significance. **Cade Sterling**, Evanston City Planner says, "**His notable accomplishments locally and regionally made him one of the most influential architects to call Evanston home."**

At the time of his death Evanston's city council honored Larry Perkins with resolution 97-R-97. The council that night was debating the selection of a developer for a new project. Alderman Moran opposed the idea and was incensed that, at on the same night of choosing what he felt was an inappropriate developer the council also honored Larry Perkins.

> **"Evanston has reached the place it has because it has people who have dreams and have worked hard to pursue their dreams. It is ironic tonight that they have a resolution honoring Lawrence Perkins, who started Perkins & Will, one of the pre-imminent firms in Chicago and the world."**

The Councilman went on to oppose the measure before the council that night. Moran asked that money be put aside for a bench to be erected inscribed with Perkin's name in the park across from the family home on Lincoln Street. There is no bench in the park. The previous bench had a no guns sign on it.



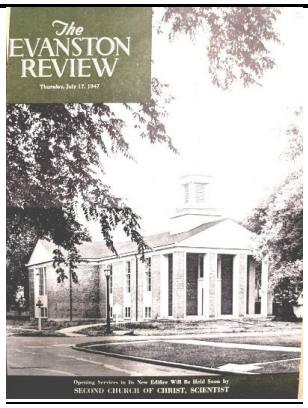
And so, despite Larry's, and his family's, significance, **"there really is very little of the Perkins' work protected in Evanston,"** continues Cade Sterling. It is true that Larry's family home at 2319 Lincoln is a landmark. His personal home at 2940 Harrison Street is a landmark along with 2949 Harrison Street which he helped design for Phillip Will his longtime friend and partner. But the Second Church of Christ, Scientist, at 2715 Hurd is unprotected thus far. And yet, as Sterling adds, **the building is "characteristic of the mid-century modern architectural era and exploits simplicity to great advantage, creating a refined classicism stripped of ornamentation that many architects were exploring in the 30's and 40's."**



THE EVANSTON REVIEW

Perkinses Hoist Sails for Unique Vacation Aboard 50-Foot Ketch in Grecian Islands

Evanston Review covers Larry's vacation.



Evanston Review featuring the church.

The Church Building Structure

CRITERIA FOR DESIGNATION

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

The Building Design and Integrity

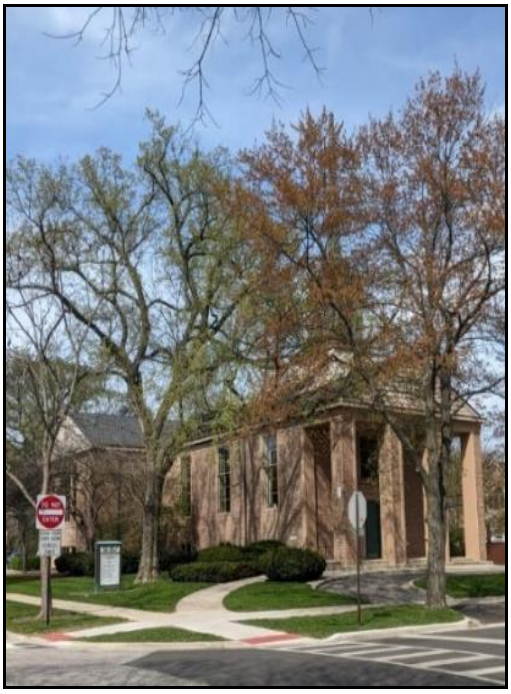
By the time dedication services arrived for the Second Church of Christ, Scientist the building had been in use for almost five years. Church leaders in Boston would not allow the building to be dedicated until it was officially debt free. In the winter of 1951 local church leaders received **$6,000.00 from Mary Baker Eddy's will. The Christian Scientist Church Founder had left money for the sole purpose of local leaders nationwide to use for dedication services.** The money, donated by the mother church, was used to pay off all remaining debt.[8] This, in turn, allowed for the dedication services to be held on February 22, of that year.

Since that time, the church has stood as a wonderful example of mid-century modern architecture. Whether you call it Colonial Revival or another style, some 76 years since ground was broken, many of **the church's original features remain intact.**

It retains its original cruciform shape, typical of western church, and cathedral design. It is brick and glass with what appears to be original long cedar board siding on the gables and over its doorways.



Circa 1947 from
Perkins & Will archives



Today with mature landscaping

The structure appears to retain excellent integrity.

- **Greek key reliefs on panels**
- **Original windows intact**
- **Recessed bay windows**
- **84-foot steeple in excellent condition.**
- **Acroterion on all corners mirrored in the steeple's design**
- **Prominent columns and front entry unchanged**
- **Original Inscriptions and lighting fixture**



Greek key reliefs panels in good condition around the building



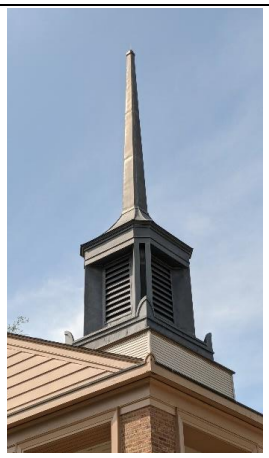
Original Windows appear throughout with recessed bays.

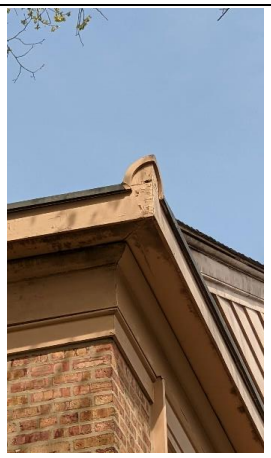


Original Inscription



Front view with original columns, semicircle drive, and portico intact





Acroterion on corners and matching design on steeple which retains wonderful integrity



Rear doorway from Hurd with lantern and windows

Brickwork

The brickwork is **"Chicago commons"** says Susan Benjamin, of Benjamin Historic Certifications. The clay from these bricks came from the Chicago River and looks almost new to a passerby on the street.

The design called for a multi-colored appearance to the exterior. And so the craftsmen worked to make that happen.



Exterior brickwork detail from front entry

The bricks were,

"specially treated with soda ash to give it a pinkish lavender tinge,"

said, **J. Frank Grimes**, Chairman of the Building Committee for the 2nd Church of Christ, Scientist as quoted in 1946. (See article in afterword)

Grimes, at the time, also commented that the church would **"vary from the conventional church in some respects and will pioneer some ideas that may be the forerunner of a style."** He described the church's features, including:

- "Visibility from all parts of the church through new-type windows."
- A "three-story administration section located at the rear of the auditorium."

- Allows for admin activities to take place in the building “without disrupting the symmetry of its lines.
- A “portico and driveway (that permits) members to step out of their cars into the church without getting wet on rainy days,”
- “The auditorium and Sunday school room each have a capacity of 400 persons.”

Building Construction and Landscaping

Building construction was done by the Ragnar Benson company. Benson was a Swedish immigrant who arrived in Chicago at the age of 11 in. He became a stonemason and bricklayer. At the time of the 2715 Hurd project, his company was 14 years old.

In 1969 Benson received the Horatio Alger Award. The organization’s website describes the honor as one which goes to individuals who represent the best among us as role models, and are dedicated to living a life of integrity, hard work, perseverance, and compassion to others. Benson’s legacy lives on in this church and other buildings built by what has become **one of the largest construction firms in the world** with many known buildings to its name including: **the towers at Three Mile Island, Chicago’s CNA Building, and Harbor Point Towers**. (https://www.chicagotribune.com/news/ct-xpm-1999-10-27-9910270252-story.html) https://en.wikipedia.org/wiki/Ragnar_Benson_(contractor)



Ragnar Benson, Construction



Franz Lipp, Landscaping

Landscape Architecture

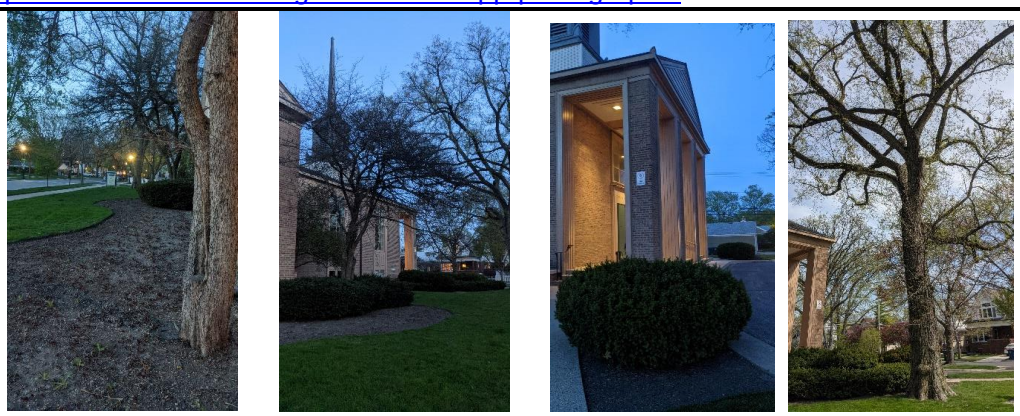
It is unclear from this research who completed initial landscape design and architecture. But the Evanston History Center archives show that extensive landscape and driveway design was completed in both 1968 and 1972. The architect employed was one of the country’s foremost landscape architects along with his firm, **Franz Lipp and Associates.** Lipp became known for landscape projects around the country on small and large projects alike. He completed the landscape design for **Brooks McCormick**’s home, and others. His designs were used on churches, hospitals, memorial gardens like that at the **Kohler Memorial**, in Kohler, Wisconsin.

The Art Institute of Chicago has **57 Franz Lipp landscape drawings in its collection** and call all be viewed at www.artic.edu/artists/44285/franz-lipp.

According to the Chicago Tribune, Lipp’s photos of Yellowstone Park have also been featured on display at the Art Institute.

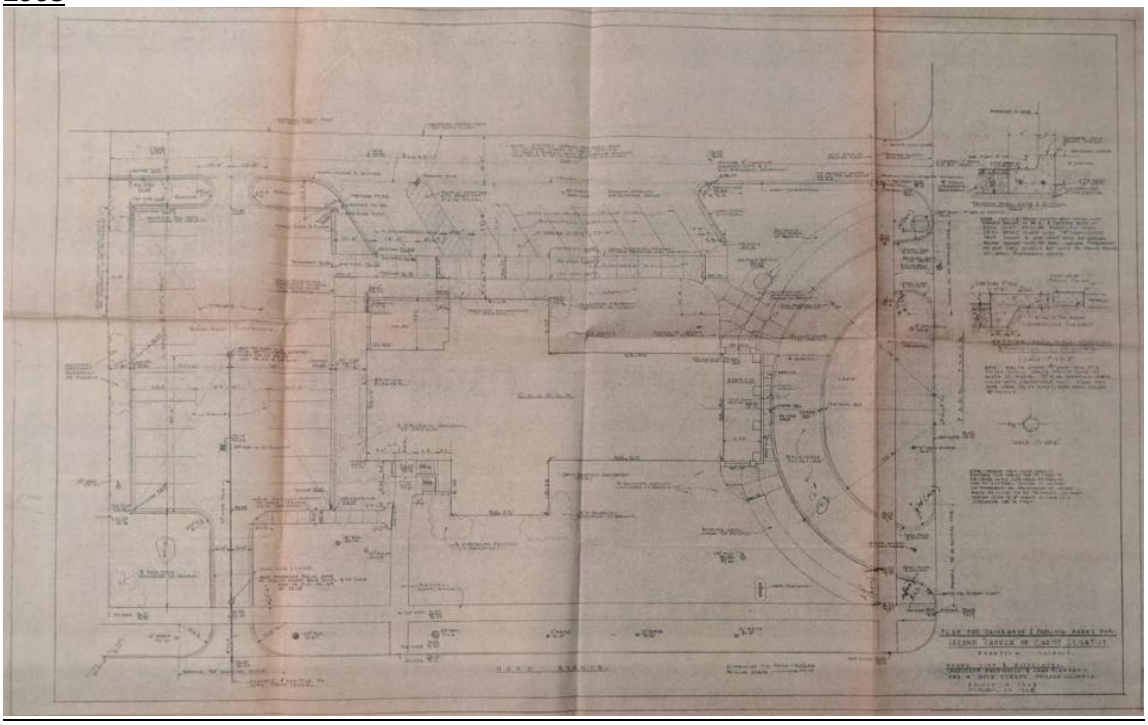
https://www.artic.edu/collection?artist_ids=Franz%20Lipp&page=1

https://www.chicagotribune.com/news/ct-xpm-1996-08-13-9608130003-story.html
https://frameref.com/consignment/franz-lipp-photographs/

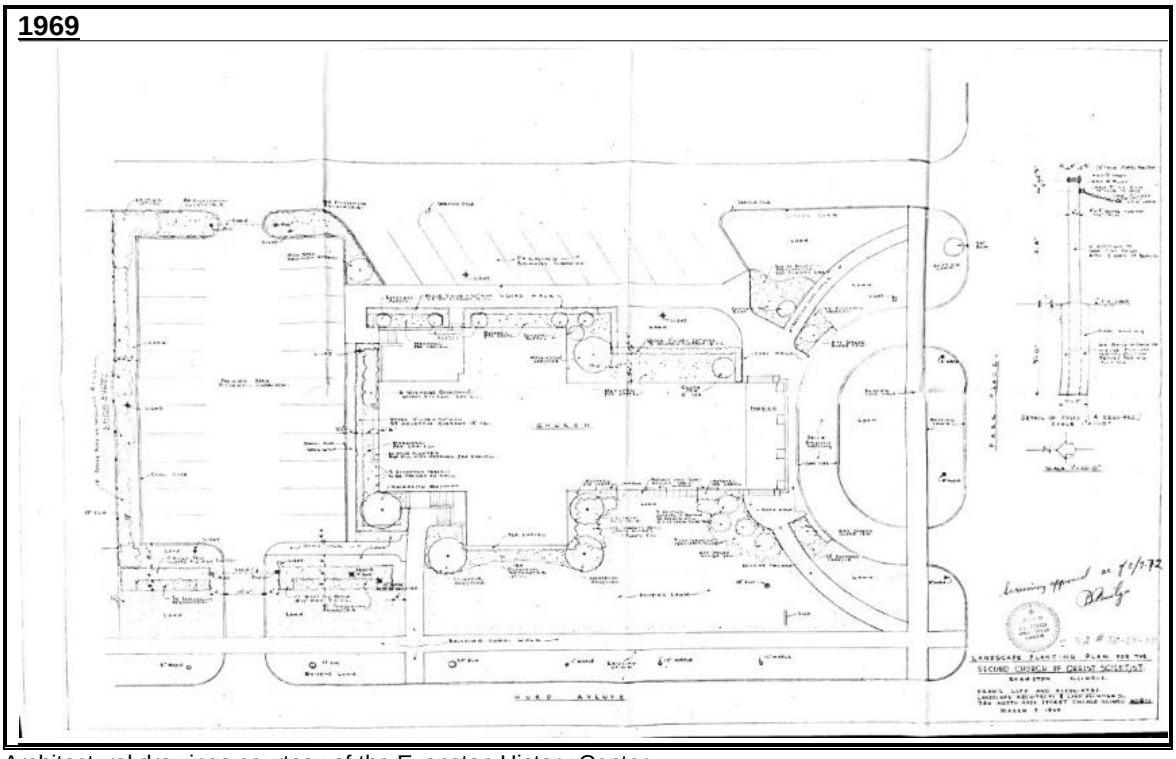


Exterior landscaping with legacy trees on site

1968



1969



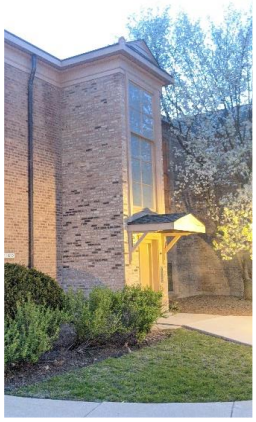
Architectural drawings courtesy of the Evanston History Center

Additions and Improvements

There have been at least two discoverable additions and updates to the building in the 76 years. These include the elevator shaft on the building's east for handicapped access to the second floor and the main sanctuary of the church.

There is also what appears to be a newer brick staircase that leads to a second-floor exit. The brick, though nicely matched, is not original construction.

These changes do not appear to interfere with the integrity of the main structure.





Side Elevator Rear staircase



CITY OF EVANSTON
BUILDING PERMIT APPLICATION
2100 Ridge Ave. Evanston, IL Ph(847)866-2932 Fax(847)448-8020
Please type or print in ink. ALL APPLICABLE LINES MUST BE COMPLETED.
YOU WILL NEED ARCHITECTUAL DRAWINGS IF CONSTRUCTION COST EXCEEDS $10,000

Address of Property: 2715 HURD AVE (include floor/unit #'s where work is to be done)
(This must include a house number and street name, we do not accept street intersections or building names. See City Engineer 866-2924 for addresses)

Use of Bldg:
☐ Single Family
☐ Multi-Family-Rental: # of units
☐ Existing Condominium
☐ Condo Conversion / New Condo: # of Units
☐ Restaurant
☐ Office
☐ Garage: Serving one/two family residences only
☐ Retail:
☐ Health Care
☐ Educational:
☐ Other: CHURCH

" Office Use Only "
Application # 03MISC -00000-00004
Landmark / Historic District:
☐ Yes Applicant MUST complete back of application & Pres. worksheet
☐ No

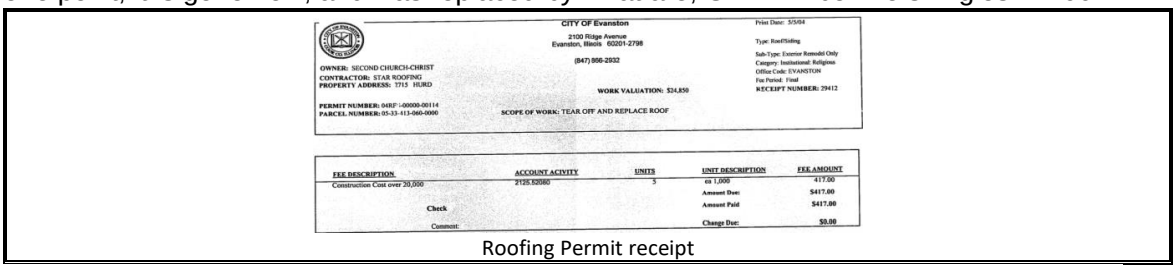
Scope of Work (Be as detailed as possible): CONSTRUCTION OF A HYDRAULIC WHEELCHAIR LIFT
#91,562.00 WORK VALUATION (required for permit issuance) $ 91,562.

Applicant/Contact: Name: TRADITIONAL BUILDERS INC. c/o CHRIS KOVACS
24 HOUR EMEGENCY CONTACT-DURING CONSTRUCTION:
Business Name: TRADITIONAL BUILDERS, INC. Name: CHRIS KOVACS
Phone Number(s): 847-831-4329 Phone Number: 847-831-4329
E-mail Address:

Owner of Property / Tenant: SECOND CHURCH OF CHRIST, SCIENTIST Phone #:

Permit for wheelchair elevator

It is possible the original design called for a slate roof. This report was unable to confirm that given available public records at the time of this filing. If the church did have a slate roof, at one point, it is gone now, and was replaced by what are, GAF Timberline shingles in 2004.



CITY OF Evanston
2100 Ridge Avenue
Evanston, Illinois 60201-2798
(847) 866-2932

Print Date: 5/5/04
Type: Roof/Siding
Sub-Type: Exterior Remodel Only
Category: Institutional: Religious
Office Code: EVANSTON
Fee Period: Final
RECEIPT NUMBER: 29412

OWNER: SECOND CHURCH-CHRIST
CONTRACTOR: STAR ROOFING
PROPERTY ADDRESS: 7715 HURD
PERMIT NUMBER: 04RP -00000-00114
PARCEL NUMBER: 05-33-113-040-0000
WORK VALUATION: $24,850
SCOPE OF WORK: TEAR OFF AND REPLACE ROOF

FEE DESCRIPTION	ACCOUNT ACIVITY	UNITS	UNIT DESCRIPTION	FEE AMOUNT
Construction Cost over 20,000	2125.52040	5	ea 1,000	417.00
			Amount Due:	$417.00
Check			Amount Paid	$417.00
Comment:			Change Due:	$0.00

Roofing Permit receipt

The newer roof has some impact on the original integrity of the structure but really only in a minimal way as the shingles blend extremely nicely into the look from all sides and compliment the feel of the residential neighborhood.

Race Relations and Evanston

In recent days it has become known that the parking lot to the rear of the church holds important historical value adding to the need to preserve this landmark. In a WGN News report, reporter Gaynor Hall tells us that around 1927 a black resident who had built his home on the spot was told that he needed to move the home to black area of our city. According to reporter Gaynor Hall, the man, who was the son of a slave, moved the home to Foster street where it stands today. We learn in the report that, what was called the land clearance program, aimed to move black families into red lined districts in Evanston.

With Evanston's recent passage of the reparations act for black families in our city, the news that this property once was the sight of injustice to a fellow neighbor should provide even more urgency to protect the future uses of this building and the land it sits on.



Church Parking lot which was home to African American resident forced to move his house to a red lined area.

Cranbrook School and 2715 Hurd

It is known that Larry Perkins had a close personal friendship and working relationship with Eliel Saarinen. In fact, it was Eliel Saarinen and his brother Eero's reputation that helped Perkins get the Crow Island assignment in 1940. It is therefore interesting to look at Eliel Saarinen's later work and see how one architect may have influenced another. When looking at Saarinen's arguably most famous work, the Cranbrook School complex we see, perhaps, some borrowed style choices from Larry's work at 2715 Hurd.

Putting two photos together side by side we see how Saarinen used the updated classical Greek style columns in his design for the Cranbrook Academy of Art, 1952. In addition, the brickwork has multicolored hues reminiscent of the Second Church of Christ, Scientist in Evanston.



Cranbrook Academy of Art



2715 Hurd Avenue from Park Place, Evanston

Adaptive Reuses

In recent years, the owners of, The Second Church of Christ, Scientist have been seeking a buyer for the property. In one case, thus far, the applicant has asked to tear down the church and replacing it with, a large child-care center. Large opposition to the plan quickly galvanized the community into action.

But this story for the church, and our neighbors, did not appear out of a vacuum. For, according to architectural firm the Aplos Group, www.aplosgroup.com/adaptive-reuse

some 6-10,000 churches close each year in the United States. Therefore, it is critical to find new uses for these important historical landmarks to assist sellers, communities, and even preservationists come to a satisfying compromise.

If the building at 2715 Hurd is declared a landmark, there is precedent and good examples nationwide of adaptive reuses for old churches. While the easiest reuse of the structure would be for a new church to come in and purchase the building, that may not be possible.
And so, to preserve its beauty and significance, here are some adaptive reuses that would preserve this building if it were landmarked.

- A private home
- A private condominium community
- Purchased by the city and opened as a race relations museum
- A community center for those in the surrounding neighborhoods to gather.
- A music and art center (This was successfully done at the First Church of Christ Scientist, Evanston.)
- A museum of mid-century modern architecture.
- A smaller child-care center that fits within the building

Final Thoughts

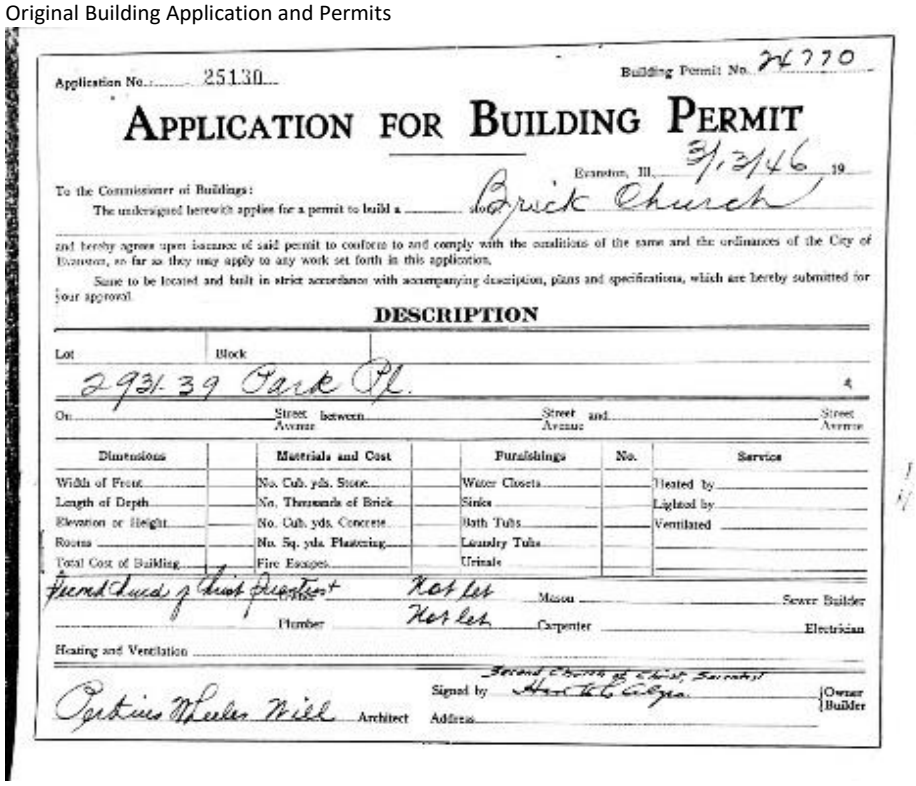
Take a walk around this lovely northwest Evanston neighborhood. At the corners of Hurd Avenue and Park place stands the Second Church of Christ Scientist. The well-maintained mid-century church appears almost new in its appearance. Despite its age, the 76-year old's multicolored brick and large pane windows sparkle with youth and energy. Reaching high above the building is a spire that can be seen for blocks. For many in the neighborhood seeing that spire, returning from work or errands, is an indication that they have arrived home. The church is as much a part of this neighborhood as the school or even Hartigan's Ice Cream.

Stand in front of the church and close your eyes. It is easy to imagine Larry Perkins walking over from Lincoln Street, in 1946, to see how construction was coming. He chats with the workman and sends his regards to Franz and Ragnar. He waves to neighbors and know him well from his celebrity. Larry is satisfied with how things are progressing. But he also has big plans for our city. As he walks home, he feels good that he has added another wonderful and lasting piece of architecture to Evanston, the place he calls home.

Additional select scans, photos, and sources follow on the next page.

Additional Photos and Print Materials

Original Building Application and Permits



Application No. 25130 Building Permit No. 24770

APPLICATION FOR BUILDING PERMIT

Evanston, Ill. 3/13/46 19

To the Commissioner of Buildings:

The undersigned herewith applies for a permit to build a ..... Brick Church

and hereby agrees upon issuance of said permit to conform to and comply with the conditions of the same and the ordinances of the City of Evanston, so far as they may apply to any work set forth in this application.

Same to be located and built in strict accordance with accompanying description, plans and specifications, which are hereby submitted for your approval.

DESCRIPTION

Lot ..... Block .....

2931-39 Park Pl.

On ..... Street Avenue between ..... Street Avenue and ..... Street Avenue

Dimensions		Materials and Cost		Furnishings	No.	Service
Width of Front		No. Cub. yds. Stone		Water Closets		Heated by
Length of Depth		No. Thousands of Brick		Sinks		Lighted by
Elevation or Height		No. Cub. yds. Concrete		Bath Tubs		Ventilated
Rooms		No. Sq. yds. Plastering		Laundry Tubs		
Total Cost of Building		Fire Escapes		Urinals		

Second Church of Christ Scientist — Contr. Hot Les — Mason ..... Sewer Builder

Plumber ..... Hot Les — Carpenter ..... Electrician

Heating and Ventilation .....

Signed by Second Church of Christ Scientist Owner Builder

Perkins Wheeler Will Architect Address .....

Application No. 25130 Building Permit No 24770

ORIGINAL COPY

BUILDING PERMIT

DEPARTMENT OF BUILDINGS 3/13/46

Evanston, Illinois

PERMISSION IS HEREBY GRANTED TO Second Church of Christ Scientist

No. 2931-39 Park Pl.

Lot ..... Block .....

to erect, add, alter, or improve ( ) Brick story

to prepare building site for Church

Estimated Cost $ 100-125M ?

Permit Fee No Fee Free Permit

Fees for use of streets ..... Permit to issue upon compliance by owner and contractor with all provisions of the regulations pertaining thereto

Brick @ 10 cents per 100 ..... 43 70

Stone, for cement used ..... per cu. yd.

yards @ 3 cents ..... per cu. yd.

cu. yds. of concrete @ 10 cents per cu. yd.

sq. yds. plastering @ 25 ct. per 100 sq. yds.

Total 43 70

This permit is issued subject to all provisions of the Building Ordinances of the City of Evanston.

Signed E M Goodman Building Commissioner

This permit expires 194

Fee $1.00 No Fee Free Permit

CITY OF EVANSTON DEPARTMENT OF BUILDINGS No. 4666

CERTIFICATE OF OCCUPANCY AND COMPLIANCE

Evanston, Ill., 3/13/46 193

In accordance with the requirements of the Zoning Ordinance of the City of Evanston, Illinois, permission is hereby granted to

Second Church of Christ Scientist Owner or Lessee

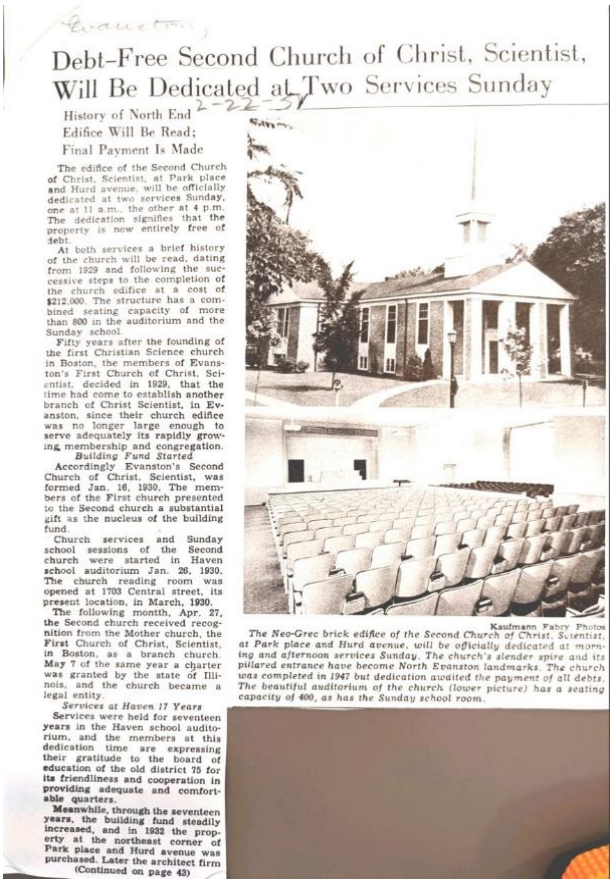
to construct and use the ..... story proposed building to be located at No. 2931-39 Park C

Use district ..... Height district ..... Area district .....

as Brick Church

E M Goodman Building Commissioner

Article explaining construction history process and funding



Debt-Free Second Church of Christ, Scientist, Will Be Dedicated at Two Services Sunday

History of North End Edifice Will Be Read; Final Payment Is Made

The edifice of the Second Church of Christ, Scientist, at Park place and Hurd avenue, will be officially dedicated at two services Sunday, one at 11 a.m., the other at 4 p.m. The dedication signifies that the property is now entirely free of debt.

At both services a brief history of the church will be read, dating from 1929 and following the successive steps to the completion of the church edifice at a cost of $212,000. The structure has a combined seating capacity of more than 800 in the auditorium and the Sunday school.

Fifty years after the founding of the first Christian Science church in Boston, the members of Evanston's First Church of Christ, Scientist, decided in 1929, that the time had come to establish another branch of Christ Scientist, in Evanston, since their church edifice was no longer large enough to serve adequately its rapidly growing membership and congregation.

Building Fund Started

Accordingly Evanston's Second Church of Christ, Scientist, was formed Jan. 16, 1930. The members of the First church presented to the Second church a substantial gift as the nucleus of the building fund.

Church services and Sunday school sessions of the Second church were started in Haven school auditorium Jan. 26, 1930. The church reading room was opened at 1703 Central street, its present location, in March, 1930.

The following month, Apr. 27, the Second church received recognition from the Mother church, the First Church of Christ, Scientist, in Boston, as a branch church. May 7 of the same year a charter was granted by the state of Illinois, and the church became a legal entity.

Services at Haven 17 Years

Services were held for seventeen years in the Haven school auditorium, and the members at this dedication time are expressing their gratitude to the board of education of the old district 75 for its friendliness and cooperation in providing adequate and comfortable quarters.

Meanwhile, through the seventeen years, the building fund steadily increased, and in 1932 the property at the northeast corner of Park place and Hurd avenue was purchased. Later the architect firm

(Continued on page 43)

Kaufmann Fabry Photos

The Neo-Grec brick edifice of the Second Church of Christ, Scientist, at Park place and Hurd avenue, will be officially dedicated at morning and afternoon services Sunday. The church's slender spire and its pillared entrance have become North Evanston landmarks. The church was completed in 1947 but dedication awaited the payment of all debts. The beautiful auditorium of the church (lower picture) has a seating capacity of 400, as has the Sunday school room.



22, 1951

Christian Science Edifice Will Be Dedicated Sunday

(Continued from page 40)

of Perkins and Will, headed by Lawrence B. Perkins, 2319 Lincoln street, was engaged to prepare plans and specifications.

In 1942, although World War II was then in progress, plans were approved and the contract awarded to Ragnar Benson, Inc. War restrictions delayed the starting of actual construction, but permits were eventually granted and the first breaking of ground took place July 5, 1946.

When construction started, contributions began to flow in, and when the church building was completed and furnished, it was found that sufficient funds had been received to pay all bills and there remained only a loan granted by the First National Bank and Trust Company of Evanston.

The first church service and Sunday school in the new building were held Aug. 17, 1947.

Early this month a grant of $6,000 was received by the trustees under the will of Mary Baker Eddy which was established for the purpose of assisting branch churches to be dedicated.

This was sufficient to make the last payment to the bank, thus freeing the church of all debt and clearing the way for dedication, for no Christian Science church, it is pointed out, can be officially dedicated until it is entirely free of

Article with J. Frank Grimes Quote



Christian Science Church Breaks Ground for Edifice

Ground was broken Friday at 5:3 p.m. for Second Church of Christ, Scientist's, new structure at the northeast corner of Park place and Hurd avenue. Permission, awaited for several years, was granted June 30 by the Civilian Production administration to start construction.

The church will be of semi-colonial type in the form of a cross, J. Frank Grimes, chairman of the building committee, said. It will vary from the conventional church in some respects and will pioneer some ideas that may be the forerunner of a style.

Among these will be the location of a three-story administration section located at the rear of the auditorium. This will house the various church activities. The design of the building makes it possible to have this section without disrupting the symmetry of its lines, he added.

Other Features of Building

Another feature of the interior design will be visibility from all parts of the church through new type windows. The brick used in construction will be specially treated with soda ash to give it a pinkish lavender tinge. A portico and driveway will permit members to step out of their cars into the church without getting wet on rainy days. The auditorium and Sunday school room will each have a capacity of 400 persons.

Mr. Grimes said construction should proceed rapidly, as the church has been assured of ample labor and expects no great difficulty in obtaining such materials as are not already on hand.

Underwood and Underwood

J. Frank Grimes

Evanston Arts Award, Barr quote



Evanston Arts Council honors Perkins, Pivens

The Evanston Arts Council presented its annual Arts and Youth Award to Byrne and Joyce Piven, founders of the acclaimed Piven Theatre Workshop, at an awards ceremony in conjunction with the Evanston Mayor's Award for the Arts Sunday, at Northwestern University's Mary and Leigh Block Gallery.

The Arts and Youth Award is presented annually to an organization or individual for excellence in arts in education in Evanston.

In presenting the award, Arts Council Chairman Richard Lassar said, "Joyce and Byrne Piven's work with young people has made Evanston a national center for theater training. Many alumni have gone on to successful careers in film and stage."

JOYCE AND BYRNE Piven have a combined theater experience of more than 40 years including work on stage and film, and in acting, directing, producing and teaching. They founded the Piven Theatre Workshop 14 years ago.

Now located at the Noyes Cultural Arts Center, 927 Noyes, the workshop is one of the nation's foremost teaching

institutions for story theater techniques.

Lawrence Perkins, noted Evanston architect, received the 1987 Mayor's Award for the Arts at the same ceremony.

The award, designed by Evanston sculptor Zelda Werner, is presented each year to an individual or an institution for outstanding and continuous work in and contributions to the arts in Evanston.

PERKINS IS AN internationally known architect whose design for schools, one of his most famous designs is the Crow Island School in Winnetka, in the 1950s and 1960s set standards that are still in use.

Now 80 years old, Perkins teaches architecture in Paris each year and works with a variety of agencies including the Evanston Plan Commission.

"This year," said Barr, "the award goes to both an individual and an institution, Larry Perkins."

The Awards Ceremony was sponsored by the Evanston Arts Council, a city agency, and the Evanston Chamber of Commerce as part of Evanston Arts Week.

City Council quote by Alderman Moran of Perkins

ROLL CALL - PRESENT:

Engelman	Alderman Drummer	Alderman Rainey	Alderman Wynne
		Alderman Feldman	Alderman Bernstein
		Alderman Newman	Alderman Kent
			Alderman Moran

A quorum being present.

ABSENT: None
PRESIDING: Mayor Lorraine H. Morton

The OFFICIAL REGULAR MEETING of the City Council was called to order on Monday, December 15, 1997, at 9:47 p.m. in the City Council Chamber by Mayor Morton.

Callout of text section....

$50 million. Alderman Moran said Evanston needs a vision which is a work in progress. They have heard creative, imaginative thoughts. He still believes dreams can come true. Evanston has reached the place it has because it has people who have dreams, and have worked hard to pursue their dreams. It is ironic tonight that they have a Resolution honoring Lawrence Perkins, who started Perkins & Will, one of the pre-imminent firms in Chicago and the world. There have been references to Daniel Burnham who said, "make no small plans, dream no small dreams." He doesn't think the City has a vision they can pursue. He urged Council not to select a developer that evening and said that nothing has been wasted nor should they forestall the return to those developers or others in the future when they have

National Register Application for Crow Island School



1730

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

SEP 1 0 1993

NATIONAL REGISTER

NATIONAL HISTORIC LANDMARK NOMINATION

1. Name of Property
historic name Crow Island School
other name/site number NA

2. Location
street & number 1112 Willow Road
city, town Winnetka
state Illinois code IL county Cook code 031 zip code 60093

3. Classification
Ownership of Property: private; public-local; public-State; public-Federal
Category of Property: building(s); district; site; structure; object
Number of Resources within Property: Contributing; Noncontributing: buildings, sites, structures, objects, Total
Name of related multiple property listing: NA
Number of contributing resources previously listed in the National Register: NA

4. State/Federal Agency Certification

National Register showing 2319 on List of NRHP

Search Properties Listed in the National Register of Historic Places

This is a table of properties listed in the National Register of Historic Places. It includes the: reference number, property name, reference number, if it is restricted, state, county city, address, date listed, NHL designation date, architects, federal agency, other name, NPS Park Name, significance person(s), level of significance, and if the file has been scanned the there is a link to the file. You can also download this as an excel spreadsheet or click the "download dataset" below to get the file as a .csv file.

Show 100 entries Search: 2319 lin

Ref#	Property Name	State	County	City	Street & Number	Restricted Address	Listed Date	NHL Designated Date	Area o
85001908	Perkins, Dwight, House	ILLINOIS	Cook	Evanston	2319 Lincoln St	false	8/29/1985		LITERA ARCHIT

AIA Award, Quotes from AIA and Perkins

School's Architect Honored

After 32 years Winnetka's Crow Island School is still as modern as the day it was built, or so believes the American Institute of Architects, which recently presented its 25-year Award to the Chicago architect who designed the building.

Lawrence Perkins, now senior vice president in Perkins and Will Corp., 309 W. Jackson Blvd., got the award for "a landmark in design for education which demonstrates that an inspired educational philosophy can be translated into an architecture of continuing function and beauty."



Lawrence Perkins

Separate Areas

To Perkins the school is "just a nice place to be when you're a kid." The institute has presented the award only once before and that went to the designers of New York's Rockefeller Center.

The new school was unique for its time and includes separate class building areas for each age group. "I can sure remember this particular project," Perkins said. "We let the contracts the week Hitler went into Poland."

Perkins, who in 1939 was just beginning his career as an architect, worked on the project with Carleton Washburn, then Winnetka school superintendent, who developed the so-called Winnetka plan, an idea that education of children should be tailored to the child's best rate of learning.

Away from Regimentation

"We went around to other schools to observe teachers and pupils in classrooms," Perkins said. "We wanted to get kids away from the box-like, regimented classroom situation."

School furniture was designed for the school and built by the Illinois Craft Project of the Works Progress Administration.

The school also includes an igloo and pioneer room where pupils learn American heritage.

Groundbreaking drawing of church 1946

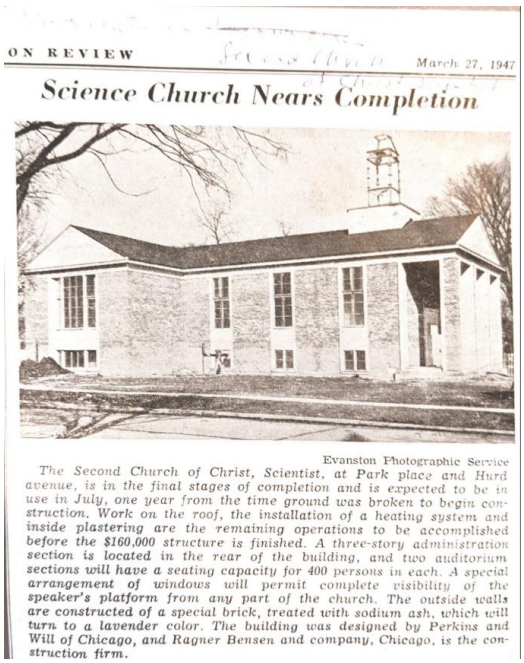


EVANSTON, ILLINOIS, JULY 11, 1946

Break Ground for New Church

Ground-breaking for work on Second Church of Christ, Scientist's, new structure at Park place and Hurd avenue took place Friday. The brick building, of semi-colonial type, will feature a three-story admini-

Photo of Church near completion with unfinished steeple



ON REVIEW March 27, 1947

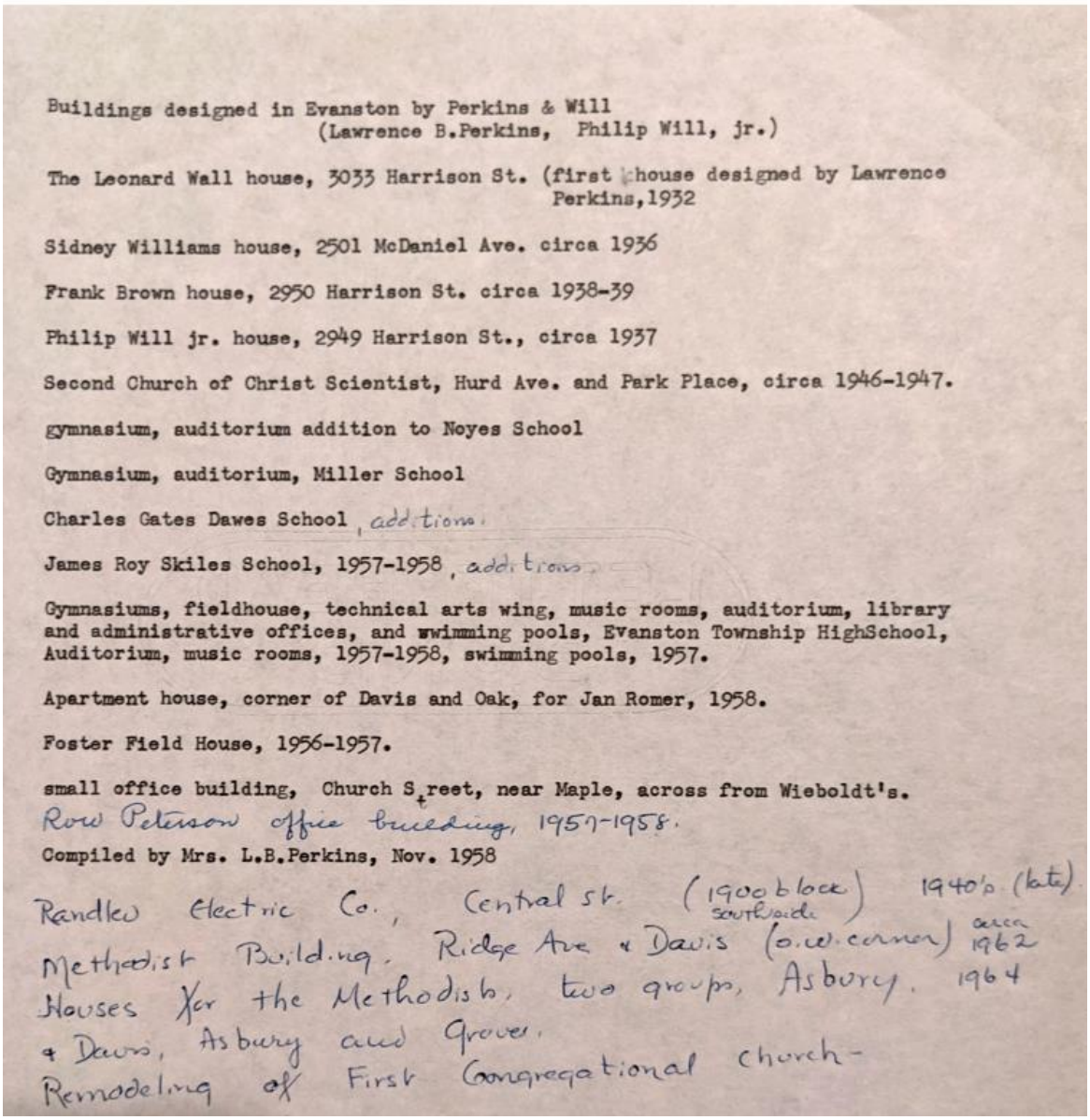
Science Church Nears Completion

Evanston Photographic Service

The Second Church of Christ, Scientist, at Park place and Hurd avenue, is in the final stages of completion and is expected to be in use in July, one year from the time ground was broken to begin construction. Work on the roof, the installation of a heating system and inside plastering are the remaining operations to be accomplished before the $160,000 structure is finished. A three-story administration section is located in the rear of the building, and two auditorium sections will have a seating capacity for 400 persons in each. A special arrangement of windows will permit complete visibility of the speaker's platform from any part of the church. The outside walls are constructed of a special brick, treated with sodium ash, which will turn to a lavender color. The building was designed by Perkins and Will of Chicago, and Ragner Bensen and company, Chicago, is the construction firm.

Hand-typed list of evanston properties designed by Perkins& Will from History Center

Perhaps done by Midge Perkins



Buildings designed in Evanston by Perkins & Will
(Lawrence B.Perkins, Philip Will, jr.)

The Leonard Wall house, 3033 Harrison St. (first house designed by Lawrence Perkins, 1932

Sidney Williams house, 2501 McDaniel Ave. circa 1936

Frank Brown house, 2950 Harrison St. circa 1938-39

Philip Will jr. house, 2949 Harrison St., circa 1937

Second Church of Christ Scientist, Hurd Ave. and Park Place, circa 1946-1947.

gymnasium, auditorium addition to Noyes School

Gymnasium, auditorium, Miller School

Charles Gates Dawes School, additions.

James Roy Skiles School, 1957-1958, additions.

Gymnasiums, fieldhouse, technical arts wing, music rooms, auditorium, library and administrative offices, and swimming pools, Evanston Township HighSchool, Auditorium, music rooms, 1957-1958, swimming pools, 1957.

Apartment house, corner of Davis and Oak, for Jan Romer, 1958.

Foster Field House, 1956-1957.

small office building, Church Street, near Maple, across from Wieboldt's.
Row Peterson office building, 1957-1958.
Compiled by Mrs. L.B.Perkins, Nov. 1958

Randle Electric Co., Central St. (1900 block southside) 1940's (late)
Methodist Building, Ridge Ave & Davis (s.w. corner) circa 1962
Houses for the Methodist, two groups, Asbury. 1964
& Davis, Asbury and Grover.
Remodeling of First Congregational church-

Perkins Obit New York Times Perkins Obit Pioneer Press

Lawrence Perkins, 90, Architect Who Loved Building Schools

By DAVID W. DUNLAP

Lawrence B. Perkins, a prolific architect whose firm, Perkins & Will, grew into one of the nation's largest practices, died on Wednesday at Evanston Hospital in Evanston, Ill. He was 90 and lived in Evanston.

The cause was heart failure, said his son, Lawrence B. Perkins Jr., who heads his own firm, Perkins Eastman Architects, in Manhattan.

In 1935, Mr. Perkins and Philip Will Jr., a classmate from the Cornell University College of Architecture, founded Perkins & Will in Chicago. It now has nearly 500 employees in seven offices around the nation, including Manhattan, and a large international practice.

The young architects attracted national attention in 1940 with the Crow Island School in the Chicago suburb of Winnetka, designed in association with Eliel and Eero Saarinen.

No red-brick schoolhouse, Crow Island was a low-slung, one-story modernist structure of beige brick and pine, its horizontal profile broken sharply by an off-center chimney that doubled as a clock tower.

Among some 500 buildings, Mr. Perkins designed the Heathcote Elementary School in Scarsdale, N.Y., and the Central School in Pocantico Hills, N.Y. He also wrote two books on school design and planning, "Schools" (1949) and "Workplace for Learning" (1957).

Although schools were his first love, Mr. Perkins's best-known work is probably the First National Bank Building of 1969 in the Loop, Chicago's business district. It was designed in association with C. F. Murphy Associates. The broad sides of this 60-story, granite-clad skyscraper taper gradually upward, forming an elongated A shape.

When it came to the plaza at the base of the First National tower, Mr. Perkins's son said, there was a debate as to whether it should be a flat expanse or, as Mr. Perkins advocated, a sunken and terraced affair, enlivened by fountains, artwork, restaurants and shops. To win the day, his son said, Mr. Perkins told an executive of the First National Bank to pack his bags for a weekend trip. With that, the architect flew the banker down to Mexico City and took him to the National Museum of Anthropology, whose courtyard exemplified what Mr. Perkins had in mind.

"O.K.," the executive said. "Now I understand what you're talking about."

Mr. Perkins retired from the firm in 1972.

Besides his son Lawrence Jr., of Scarsdale, N.Y., Mr. Perkins is survived by his second wife, Joyce; another son, Dwight H. Perkins 2d, of Belmont, Mass.; two daughters, Blair Grumman of Evanston, Ill., and Julia E. Califano of Barrington, R.I., two stepdaughters, 12 grandchildren and two great-grandchildren.



Karsh, Ottawa

Lawrence B. Perkins

REMEMBER THE NEEDIEST!

John N. Trainer, 88; Led Investment Firm

John N. Trainer, a former president of Trainer Wortham & Company, an investment counseling firm, died on Sunday at the Pomperaug Woods Health Center in Southbury, Conn. He was 88.

He died after a short illness, said his brother, Robert Trainer.

Mr. Trainer joined the firm founded by his father, Trainer & Associates, in 1935 and became its president in 1954, when the firm was known as Trainer, Wortham. Mr. Trainer lived in Mount Kisco, N.Y., for 50 years.

Mr. Trainer is also survived by his wife, Alice; two sons, John N. Trainer of Nashville and Edward S. Trainer of Evanston, Ill., and five grandchildren.



PIONEER PRESS

Lawrence B. Perkins, noted architect, dies

A memorial service for Lawrence B. Perkins, a noted Evanston architect who designed many North Shore school buildings, will be held at 1:30 p.m. Saturday at the First Congregational Church at 1445 Hinman Ave. in Evanston.

Mr. Perkins, 90, died Dec. 3 at Evanston Hospital. He was 90.

Among the many schools and buildings that Mr. Perkins designed, he is perhaps best known for the Crow Island School in Winnetka. In Evanston he designed Dawes and Washington schools and Chute Middle School. His father designed the original Evanston Township High School building, and Mr. Perkins designed the additions to it. He also designed the addition for the Noyes School, 927 Noyes St., now the home of the Noyes Cultural Arts Center.

Perkins

Mr. Perkins also designed the First National Bank building in Chicago's Loop, the U.S. Gypsum Building in Chicago, Heathcote Elementary School, Scarsdale, N.Y.; Blythe Park School, Riverside, Ill.; and Central School, Pocantico Hills, N.Y. Over the course of his career, he designed more than 500 buildings.

He was born in Evanston on Feb. 12, 1907, the son of Dwight Heald Perkins, a noted Chicago architect, and Lucy Fitch Perkins, an author and illustrator of children's books.

He attended New Trier Township High School, a building designed by his father; the University of Wisconsin, Madison; and Cornell University College of Architecture, Ithaca, N.Y.

He graduated from Cornell with a bachelor of architecture degree in 1930, joined the American Institute of Architects in 1932 and became a Fellow in 1953.

Mr. Perkins founded the Chicago architectural design firm Perkins & Will with Philip Will Jr., a classmate from Cornell. In 1936, E. Todd Wheeler, a classmate from New Trier, joined them and the firm was known for many years as Perkins, Wheeler & Will. The firm is now known as Perkins & Will.

At the beginning of their practice, they designed homes in Winnetka and other suburbs, as well as small offices and a church. In 1938, the sign a new elementary school in association with Eliel and Eero Saarinen.

The now-famous Crow Island School opened in 1940 and received the prestigious American Institute of Architects' Twenty-Five Year Award in 1971 in recognition of the enduring significance of this pioneer modern school and only the second award of this kind.

After World War II, the firm designed numerous elementary schools throughout the nation. Under Mr. Perkins's direction, the firm grew and designed higher education institutions, hospitals, office buildings and other building types nationally.

The firm expanded to offer engineering and interior design services which, along with the core architectural services, continues today as one of the country's leading and largest architectural practices with nearly 500 employees and seven United States offices (Chicago, New York, Atlanta, Charlotte, Miami, Minneapolis and Pasadena) and design commissions around the world.

Mr. Perkins served as an adjunct professor of architectural design at the University of Illinois at Chicago, beginning in the 1970s, and as a visiting professor at the University of Illinois, Urbana-Champaign in the mid-1980s.

He taught sketching at the University of Illinois' architectural studio in Versailles, France, as well as at the University of Arizona in Tucson. He continued as a part-time instructor for both schools until 1995.

Mr. Perkins was a member and chairman of the Evanston Planning Commission in Evanston and served as chairman of the advisory board of the Cook County Building Codes Commission from 1963 until 1966.

He was the director of the Adlai Stevenson Institute of International Affairs in Chicago from 1965 until 1975, and was a member of the advisory committee of the Cook County Forest Preserves since 1963.

He won the "Chicagoan of the Year" award in 1960. In 1975, he received the Distinguished Service Award from the American Association of School Administrator, the first person outside the educational field to be so honored. He was recognized with the Dean of Architecture Award from the American Society of Interior Designers in 1983.

During his career, Mr. Perkins wrote two important books on school design and planning, "Schools" (1949) and





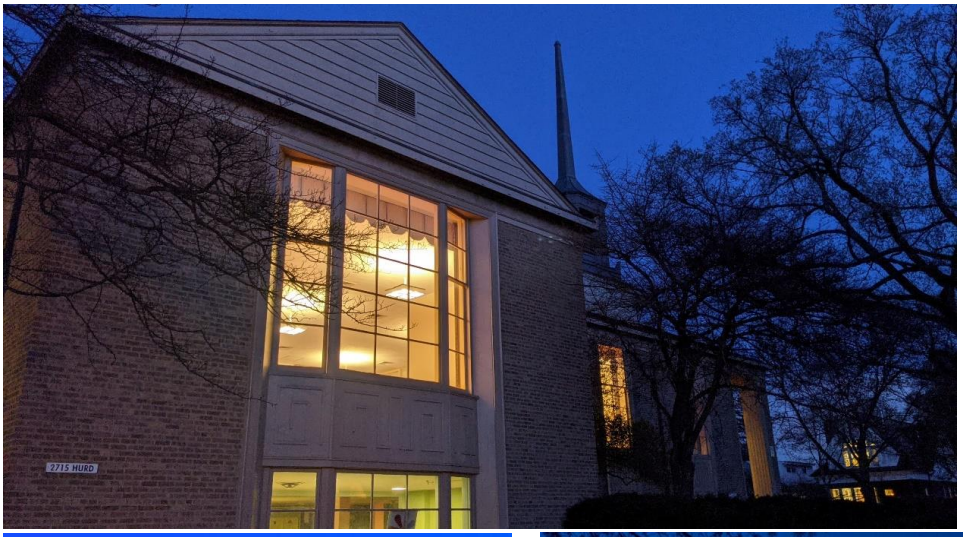


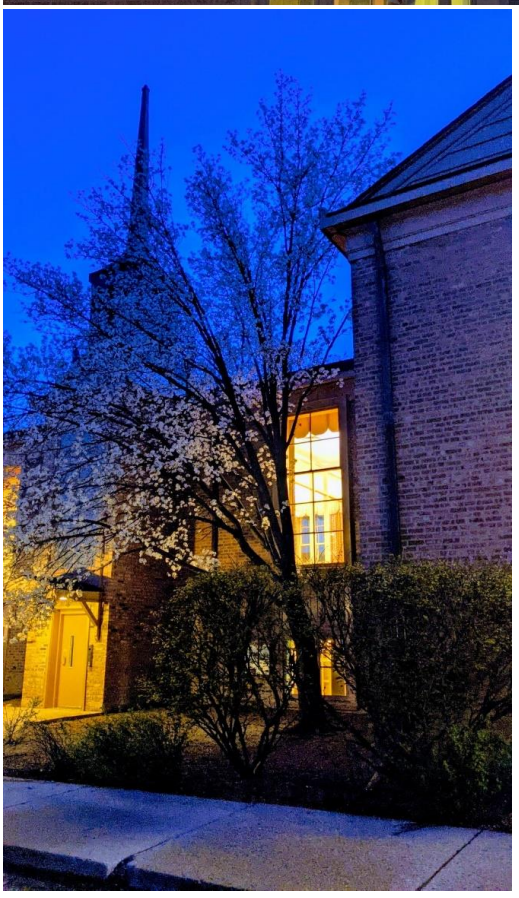
Additional views of the church



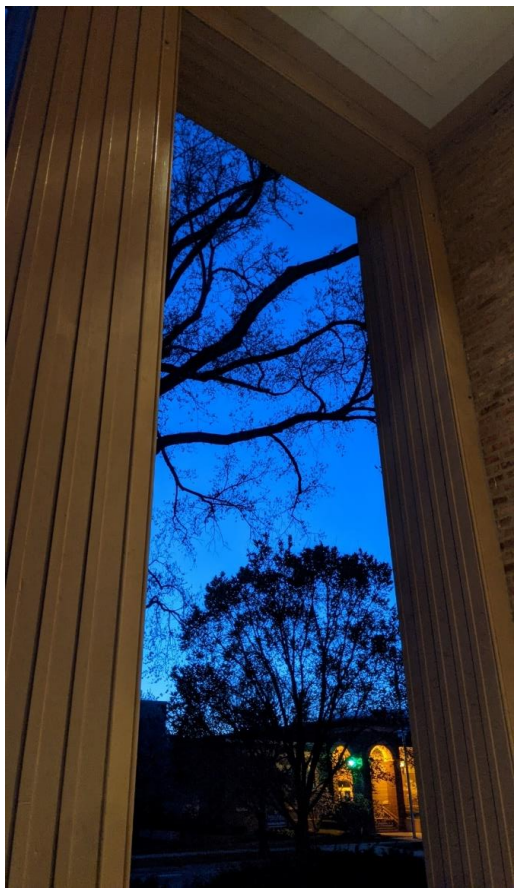





2715 HURD



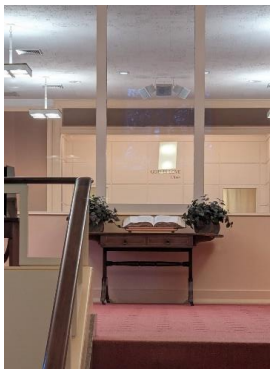


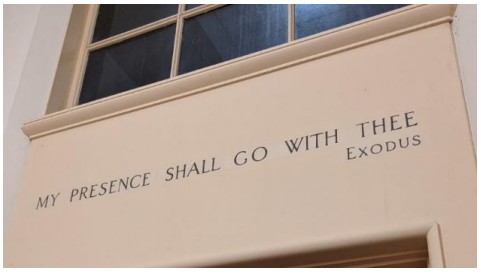


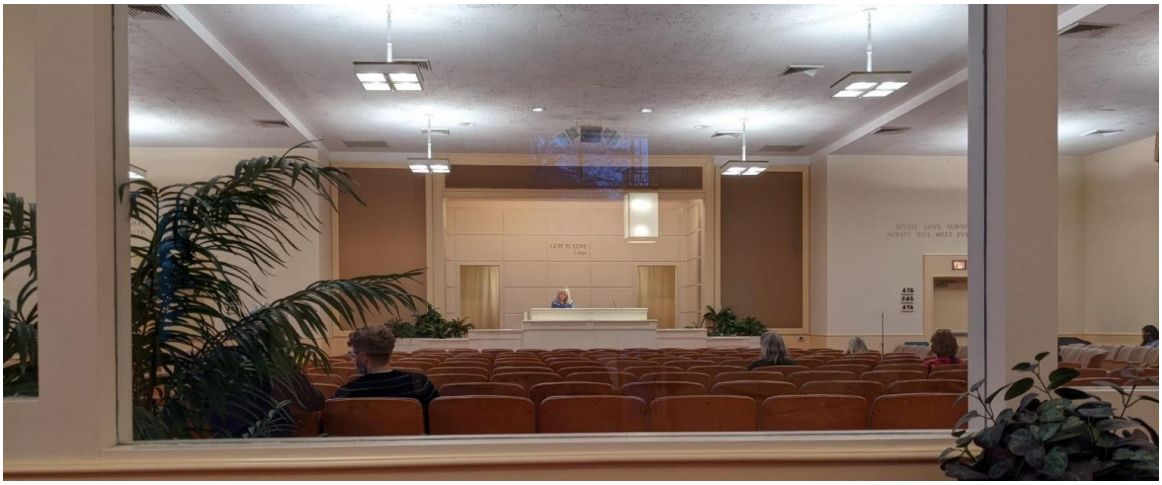


Interior Views and Design Features









Additional Cranbrook Views





Exhibit C:

Public comment received regarding Landmark designation for 2715 Hurd Avenue.

City of Evanston

Cade Sterling <csterling@cityofevanston.org>

Question - 2715 Hurd Avenue

[redacted] Thu, Jul 8, 2021 at 9:21 AM

To: Cade Sterling <csterling@cityofevanston.org>

Cade,

Thank you for sharing the report! I've heard back on a document I wanted to share with you originally and have confirmed it and have received approval on sharing it with you. See attached. Hopefully I've gotten it to you in time for the Friday deadline.

The attached is a list of Evanston buildings designed by Larry Perkins and Phil Will, compiled by Larry Perkins' Wife in November 1958 (with a few other projects added by hand in pen at a later date). Before sending it to you I wanted to get confirmation from an Architect in our office who knows this document well that it is indeed a compiled list made by Larry's wife. The Architect also said to mention that Perkins&Will was a small firm at the time 2715 Hurd Ave was designed and built - nothing like the size the firm is today. Larry Perkins would not have done this project, or any building of significance, all by himself, but he would have been the team leader for sure. He would have been the 'Partner-In-Charge', and in that role he would have had final say on all aspects of the design.

Please let me know if this helps. I'm hoping it does. I know how tough it can be to round up the appropriate documentation for something like this. And please feel free to reach out in the future if you have any other questions, or need further assistance. I'm happy to help!

Deborah

Deborah Evans-Cantrell, MLS, LEED Green Associate

Resource Manager

The Wrigley Building, 410 N. Michigan Ave., Chicago, IL 60611

t +13127554614

Pronouns: she/her/hers

Perkins&Will

Designing a more equitable, diverse, and inclusive world.

#BlackLivesMatter

Are you a vendor calling on Perkins and Will?

Check out our TRANSPARENCY web site featuring Perkins and Will's **Precautionary List**!

Buildings designed in Evanston by Perkins & Will
(Lawrence B.Perkins, Philip Will, jr.)

The Leonard Wall house, 3033 Harrison St. (first house designed by Lawrence Perkins,1932

Sidney Williams house, 2501 McDaniel Ave. circa 1936

Frank Brown house, 2950 Harrison St. circa 1938-39

Philip Will jr. house, 2949 Harrison St., circa 1937

Second Church of Christ Scientist, Hurd Ave. and Park Place, circa 1946-1947.

gymnasium, auditorium addition to Noyes School

Gymnasium, auditorium, Miller School

Charles Gates Dawes School, additions.

James Roy Skiles School, 1957-1958, additions.

Gymnasiums, fieldhouse, technical arts wing, music rooms, auditorium, library and administrative offices, and swimming pools, Evanston Township HighSchool, Auditorium, music rooms, 1957-1958, swimming pools, 1957.

Apartment house, corner of Davis and Oak, for Jan Romer, 1958.

Foster Field House, 1956-1957.

small office building, Church Street, near Maple, across from Wieboldt's.
Row Peterson office building, 1957-1958.

Compiled by Mrs. L.B.Perkins, Nov. 1958

Randle Electric Co., Central St. (1900 block southside) 1940's (late).
Methodist Building, Ridge Ave & Davis (o.w. corner) circa 1962
Houses for the Methodist, two groups, Asbury. 1964
& Davis, Asbury and Grove.
Remodeling of First Congregational church-

Perkins&Will

Date: 7.9.2021

Commissioner Mark Simon, Chair
Evanston Preservation Commission
Attention: Cade Sterling, City of Evanston

Re: Proposed Landmark Designation for Second Church of Christ, Scientist, 2715 Hurd

Dear Commissioner Simon,

I am an architect and Principal of Perkins&Will, and I have been with the firm for over 35 years. My interest in the history and legacy projects of Perkins and Will grows with each passing year. In the early 1990's I had the privilege to meet Larry Perkins on several occasions when he would visit our studio. His kindness and his way of working with clients still sets the standard for how we practice today.

I have been watching with interest the status of the proposed Evanston Landmark designation of the Second Church of Christ, Scientist at 2715 Hurd. Designed in the early years of our firm, Larry would have been the most senior person involved in the project to ensure its successful completion. Larry often spoke and wrote about how civic buildings should serve their communities in a meaningful and lasting way, and this project is an excellent example of this intention.

I hope the Commission will agree that the Second Church of Christ, Scientist meets the criteria for landmark designation, and is worthy of recognition and protection by the city of Evanston.

Sincerely,



Jerry Johnson, AIA
Design Principal
Perkins&Will

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People Saving Places for People

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Suite 2020
Chicago, IL 60602
www.Landmarks.org

July 8, 2021 (SENT VIA EMAIL)

Commissioner Mark Simon, Chair
Evanston Preservation Commission
Attention: Cade Sterling, City of Evanston

RE: Proposed Landmark Designation for Second Church of Christ, Scientist, 2715 Hurd

Dear Commissioner Simon,

Landmarks Illinois is in full support of the proposed Evanston Landmark designation of the Second Church of Christ, Scientist at 2715 Hurd.

In 2006, Second Church of Christ, Scientist, designed by the noted architecture firm Perkins & Will and built in 1946, was identified and documented in the Recent Past Survey of Suburban Cook County, which is an ongoing program and database co-administered by Landmarks Illinois and the School of the Art Institute's Graduate Program in Historic Preservation. A page dedicated to the church building can be found in the survey database on Landmarks Illinois' website.

We came to learn of the threat to the church building earlier this year and were very disappointed to learn that the potential purchaser was not willing to reuse the existing building. Its clean, modern expression of Classical Revival design makes it an excellent candidate for continued religious use for any denomination or to be reused for a community-oriented gathering space, educational and classroom space, performing arts space and multiple other reuses dependent on zoning. We also know of many successful examples of residential conversion of houses of worship.

Larry Perkins, architect and senior partner of Perkins & Will and life-long resident of Evanston, oversaw the design, concept, programming and construction of the building and acknowledged it as one of his firm's prominent Evanston projects.

I hope the Commission will agree the Second Church of Christ, Scientist meets criteria for landmark designation and is worthy of recognition and protection by the city of Evanston.

Sincerely,

Lisa DiChiera
Director of Advocacy

City of Evanston

Cade Sterling <csterling@cityofevanston.org>

Designation of 2715 Hurd

[redacted] Fri, Jul 9, 2021 at 7:57 AM

To: "csterling@cityofevanston.org" <csterling@cityofevanston.org>

Hi Cade--

I write in support of the designation of the Second Church of Christ, Scientist located at 2715 Hurd.

This property was identified as resource in the 2006 in the Recent Past Survey of Suburban Cook County conducted by Landmarks Illinois and the graduate program in historic preservation at the School of the Art Institute of Chicago.

As a former member and Chair of the Preservation Commission, I believe this nomination meets the following criteria for designation in the City's Historic Preservation Ordinance:

2-8-4 (A) 2: The building was designed by Perkins & Will, famous internationally for institutional commissions. Lawrence Perkins and Phillip Will were both Evanston residents. Perkins served as the partner in charge of the 2715 Hurd project.

2-8-4 (A) 4: Lawrence Perkins work and the designs of Perkins & Will are significant in the history of Evanston and in U. S. history. Lawrence Perkins designed homes in the 2900 and 3000 blocks of Harrison Street. Phillip Will lived at 2949 Harrison in a home he designed--all are located about 3 blocks from 2715 Hurd. Nationally, the Perkins & Will collaboration with Eero and Eliel Saarinen to design and construct Winnetka's Crow Island School was pivotal, altering the nature of institutional, particularly school, designs.

As a neighborhood resident, the church building has functioned as a neighborhood landmark for 75 years. It reflects the original definition of a landmark--a feature that defines the land or a place. While recognizing the owner's desire to sell, I believe multiple, potential re-uses are possible for the church building and site that can meet the owner's real estate objectives.

I hope that the above can be included in the meeting packet for Preservation Commission's upcoming meeting. Thank you for your consideration.

Diane C. Williams
3035 Hartzell St.
Evanston, IL 60201

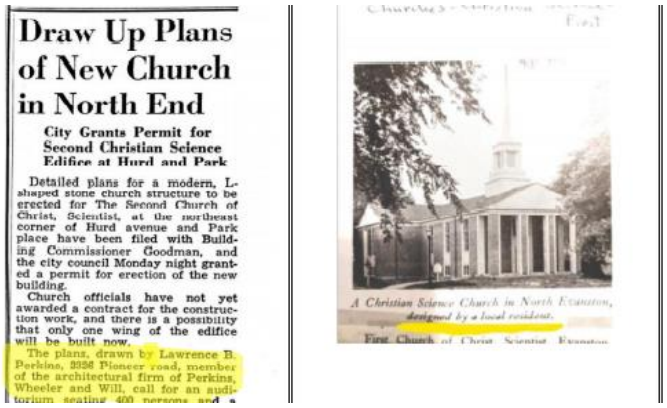
To: The Evanston Preservation Commission
From: Andrew Nebel
Re: 2715 Hurd Avenue
7/8/21

Dear Commissioners,

We recently learned that the owners of the church at 2715 Hurd Avenue believe they have documents that prove Larry Perkins was not the designer of the church.

They say they have communication from Perkins, Wheeler, and Will and that none of those documents are signed by Larry Perkins himself. I would put forward that just because communication from, what was a growing and busy architectural firm doesn't have one of the lead architect's signature on it doesn't mean that he didn't design the building in question. Many growing firms do not rely on senior management for communication with clients.

In addition, several newspaper accounts from the time directly point to Larry Perkins as the designer of the church. In fact, one newspaper clipping gathered from the Evanston Public Library has a handwritten note on it for the year, 1939. Another article with photo clearly around 1947 also references Larry as the designer. Finally one with a printed date of 1951 references Larry as the head of the firm Perkins and Will which was engaged to draw up the plans and specs for the building. And so, each one points to either Larry directly and/or Perkins and Will as the architects of record on the project. I find it hard to believe that given the stature Larry had in this community that our local newspaper would continue to call him the designer of the church without having checked with him first. And the story was repeated multiple times over what was more than a decade. There is strong evidence to suggest that Larry Perkins was the designer of the church.



Draw Up Plans of New Church in North End

City Grants Permit for Second Christian Science Edifice at Hurd and Park

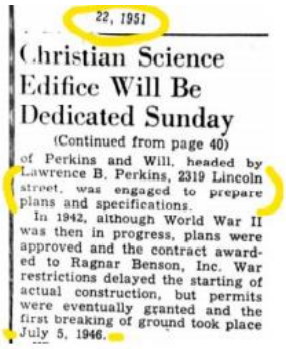
Detailed plans for a modern, L-shaped stone church structure to be erected for The Second Church of Christ, Scientist, at the northeast corner of Hurd avenue and Park place have been filed with Building Commissioner Goodman, and the city council Monday night granted a permit for erection of the new building.

Church officials have not yet awarded a contract for the construction work, and there is a possibility that only one wing of the edifice will be built now.

The plans, drawn by Lawrence B. Perkins, 2326 Pioneer road, member of the architectural firm of Perkins, Wheeler and Will, call for an auditorium seating 400 persons and a

A Christian Science Church in North Evanston, designed by a local resident.

First Church of Christ Scientist, Evanston



22, 1951

Christian Science Edifice Will Be Dedicated Sunday

(Continued from page 40)

of Perkins and Will, headed by Lawrence B. Perkins, 2319 Lincoln street, was engaged to prepare plans and specifications.

In 1942, although World War II was then in progress, plans were approved and the contract awarded to Ragnar Benson, Inc. War restrictions delayed the starting of actual construction, but permits were eventually granted and the first breaking of ground took place July 5, 1946.

But let us just say he was not. His firm, Perkins, Wheeler and Will were the architects of record. And both Perkins and Will were from Evanston. Their impact on our city, state, and country is everlasting.

In any case, this building by far meets Criteria 4 of the preservation act which states,

--Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the city, the state, the Midwest region, or the United States

Sincerely,

Andrew Nebel
2669 Hurd Avenue
Evanston, Illinois 60201

City of Evanston

Cade Sterling <csterling@cityofevanston.org>

Proposed Landmark Designation of 2715 Hurd Avenue

[redacted] Sun, Jul 11, 2021 at 3:43 PM

To: csterling@cityofevanston.org

Dear Cade,

I would like to lend my support for the proposed landmark designation of 2715 Hurd Avenue. After reading the materials submitted in this regard, it is obvious this lovely church meets the criteria for said status. The application and research are thorough and compelling as is the explanation that being designated a landmark is not a limiting factor. Plus the list of possibilities for the adaptive use of this church is quite broad.

There is such strength and simplicity in the church's design which is anything but ordinary. As I walked the site yesterday, I was struck by how the design enhances its setting - an important criterion for a landmark. This building in this setting works to cohesively establish this community of homes, school, and place of worship – sort of a microcosm of Evanston. I cannot imagine that corner – that neighborhood - without that building playing its supporting role.

I strongly urge the passage of this ordinance.

Sincerely,

Janet L. Steidl

M.A. Historic Preservation

M.A. Interior Design

Savannah College of Art & Design (SCAD)

Registered Interior Designer

NCIDQ Certificate #017675

STEIDL ASSOCIATES

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July 9, 2021

Mark Simon, Chairman and
Members of the
Evanston Preservation Commission
2100 Ridge Avenue
Evanston Il. 60201

Re: Nomination for Landmark Status
2715 Hurd
2nd Church of Christ, Scientist

Dear Chairman Simon and Members of the Commission:

On behalf of the Congregation of the 2nd Church of Christ, Scientist we are formally objecting to the designation of the Church at 2715 Hurd for landmark status. If the Commission votes for designation of the Church as an Evanston Landmark you will not be following meeting or satisfying] the required standard (s):

The nomination for local landmark designation of the Church building and property was filed by a single adjacent property owner who in the past has taken issue with the redevelopment applications filed by a private buyers in contract to purchase the Church from the congregation. The nomination was accepted with no supporting documentation and included several factually inaccurate (and undocumented) assumptions provided by the nominator. The draft report as prepared by City staff included these assumptions, (also without documentation) and expanded on them. The Commission, through their comments appears to have accepted these unsupported assumptions which allegedly support the nomination.

In 2020, a project was proposed for the Church property that would have required demolition of the Church building. There was a hearing before the Design and Appearance Review Committee (DAPR) on November 18, 2020 during which City staff reviewed the proposed project and recommended approval including the demolition of the Church. At the hearing, a number of neighbors strongly opposed that project, including Mr. Nebel the nominator for Landmark designation now being heard. The records of that DAPR hearing show that none of the neighbors, including Mr. Nebel, in their objection to that project ever objected to or even questioned the demolition of the Church. Further, City planning staff, including Cade Sterling (the drafter of the proposed Final Commission Report) supported that project, without ever objecting to or even questioning whether the Church should be demolished and instead preserved. Considering the strong objection to the project it would not be unreasonable to assume that had the neighborhood cared about preserving the Church it would have been made

part of the objectors' statements. Of particular interest and perhaps of more relevance to the matter at hand is that Cade Sterling, the staff member preparing the draft Final Report was present at the DAPR hearing. The key point is that neither Mr. Sterling nor any of the City Staff present at the DAPR hearing ever raised any objection to the demolition of the Church or suggested the possibility of a local Landmark Designation. Not one of the City's staff raised any objection to the project being reviewed based on any architectural value of the Church. The congregation now has a simple question: what has changed? City staff is now supporting the preservation of the Church where in the recent past staff had no objections to the demolition of the Church. In addition, at the DAPR hearing, a number of neighboring property owners were present objecting to the project being reviewed. Now, despite multiple hearings, not one other nearby property owner other than Mr. Nebel have (has) appeared to support the local Landmark Designation of the Church.

The Final Report which the Commission is being asked to approve and forward to the City Council recommending introduction of a city ordinance conferring the Local Landmark Designation of the Church and underlying property is based on two criteria of the Historic Preservation Ordinance: 2-8-4 (A) 3 and (A) 4. No other criteria are being considered as basis for the designation.

Criterion 4 is: Its identification as the work of an architect, designer, engineer, or builder whose **individual** (author) work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, or the United States. The recommendation contained in the June 8 report recommending approval of the Landmark status is based almost wholly on unsubstantiated allegations that the Church was designed by Lawrence Perkins (who unquestionably is an important Architect and past resident of Evanston). In the prior drafts of the Report, staff noted that certain newspaper articles suggested that the Church was designed by Lawrence Perkins. (May 11 draft of the Commission Report). Now in the final Report being presented for a vote by the Commission, without any further documentation by Staff or the Nominator, Staff has now revised the Commission Report to state that the newspaper articles are the definitive basis for determining that Larry Perkins designed the Church. A review of the records relied upon by Staff in preparing the Report (which were provided by a FOIA request) show this not to be true. There is no definitive factual basis for presenting such a strong statement other than staff and hence the Commission attempting to back up their already decided upon decision to recommend the Landmark designation of the Church. No additional documents have been provided that support that critical statement is true. Staff clearly had questions over the validity of this important fact (as evidenced by their May draft report). Now without any further documentation Staff is asking the Commission to accept these unsubstantiated sources and vote for the report supporting Local Landmark Designation of the Church.

There is no question that Lawrence Perkins was an important architect during the time he practiced. He (or the firms in which he worked over the course of his career) did design a number of landmark structures in Evanston many of which are already designated as local landmarks, but there is insufficient evidence to prove that he, or his firm (and not his staff designers or the preceding firm of Dwight Perkins where Todd Wheeler also worked), designed the Church as is suggested in the nomination, draft report and commission discussion. The fact is that actual buildings whose lineage leading back to Larry Perkins (and which form an important

reflection of his career) have been designated Local Landmarks. This building, as will be further discussed does not contribute to the lexicon of Larry Perkin's career, even as noted below.

There is extensive history regarding the firm of Perkins and Will and its predecessor firms. One important source of this history is an oral history that was compiled by the Chicago Architects Oral History Project of the Art Institute of Chicago. There is a transcript of an extensive interview with Larry Perkins, dated 1986, (a copy of which is attached with this letter). On page 72 of the interview Larry starts to discuss the post-Crow School and post war era of the firm. The only buildings he mentions are School commissions (Rugen School, Glenview for one) as it is clear those commissions supported the firm.

In discussing the post war period history of the firm the only specific commissions that Mr. Perkins mentions are schools. (Though Mr. Perkins did mention the firm's work for the Indian Service). On page 158 of the transcript there is a list of buildings that Mr. Perkins selected as important to his career. There is no mention of the Church.

One has to acknowledge that if the Church commission (which the draft report touts as being important as being the only church designed by the firm) was an important commission (especially coming at a time when the firm was looking for any work it could get) the Church would have been mentioned. Larry Perkins was relaying his life's and his firm's story and the important elements of their history (he was not shy in reiterating his contributions to the firm). Yet no mention was made of the Church. Its importance as the work of the firm was not considered important by the architect whose connection with the Church is the main basis for this nomination.

While much of Mr. Nebel's nomination and subsequent staff draft report is focused rightly on the achievements in educational architecture by Perkin's team the firm's timeline does not support the notion that this Church was instrumental in the formation of Perkin's body of work., Neither the nomination nor staff have made a compelling argument that the Church more broadly influenced the development of religious architecture as one might rightly argue that the work of Perkins firm did for educational buildings. There is no legally defensible basis for a landmark designation of the Church based on the 'suggestion' that Larry Perkins was the architect of the Church.

The second Criterion allegedly supporting the nomination is Criterion 3: Its exemplification of an architectural type, style or designed distinguished by innovation, rarity, uniqueness or overall quality of design. The draft Recommendation report supporting the dedication actually serves to argue against the designation. Much is made of the resemblance to St. Martin-in the Fields as being a prototype for future church architecture. The report goes on to show how Martin in the Fields design was then reflected in the First Congregational Church of Evanston.

The general exterior form of the Church coinciding with the Gibbs typography and First Congregational Church is shown by the Church's design comprised of a simple temple front exterior. However, this form is not carried through to the interior of the Church where the structure is essentially two large auditorium spaces on two levels and lacks the ecclesiastical

elements found in the Gibbs model (transept, crossing, nave, chancel and central aisle). The lack of these elements remains in keeping with the Church of Christ, Scientist building typology of the time and the decorative steeple is not carried through to the interior spaces and according to the church archives not necessary or desired. The Church was decorated with applied trim to 'look like a church' as has such buildings have been seen throughout the years. The design identifies the building as to what it is: a house of worship. But it does nothing more. The Church becomes a simple 'copy' of what churches are thought to look like. It does not create a new typology or form for churches. There is nothing innovative or distinguished in the general design of the Church's exterior. (as called for by the Criterion) That is what the Criterion calls for: Innovation, rarity, or uniqueness. Instead staff has drafted a report that argues strongly against the Church meeting this Criterion.

The Church Board at the time and the architectural design firm made an obvious nod to classical proportions which was not uncommon nor outside of the defined scope of the project as provided by the Church Board during the interview process. This was partially due to the location and influence of the Mother Church's headquarters in Boston.

The predominant stylistic design preferences of young firms at this time were a result of (the)rise and of the aesthetic successes of architects like Saarinen who worked in the international style; and later adaptations came to be known as mid-century modern which as a style flourished in the mid 1940's. Though many of these ideas remain popular today, there was not at the time and nor even today is there an architectural style defined within the Christian Scientist doctrine [theology] nor the history of the Christian Scientist Church and there is no evidence that this particular vision for church typology became dominant nor was it influential locally, nationally or regionally. The design of the Church does not designate this building as being a Christian Scientist 'church' and therefore does not advance the Criterion.

Materially the building is of common materials and construction methods found predominantly in commercial and educational works of the time and furthermore represent cost conscious construction of the time which would be expected from Perkins teams. The building is instead observed and seen for its lack of more permanent or revenant (relevant) uses of stone and marble instead utilizing far simpler and cost conscious aesthetic adornments of painted wood trim, common brick, clapboard siding, asphalt shingles and clear glazed windows. The quality of craftsmanship is common and remains on par with the quality of work performed by Ragnar Benson who then and now continue to be a high quality general contractor working across nearly all types of construction including educational, commercial and religious buildings. The use of these materials on a church at this particular site however does not represent any unique achievement nor innovation on the part of the design team or constructor. To the contrary the construction type, materiality as well as the means and methods utilized for this site were commonplace through 1946 and in fact many of these remain common today and thus are not of such unique character that they warrant the protections proposed in the Commission's Final draft report.

In reviewing and ultimately forwarding the nomination and report related to the 2nd Church of Christ Scientist building as a local landmark the Commission is not charged with looking at the effects such a designation will have on the congregation, owner, or on the marketability of the

property. But the City Council is required to consider at looking at such practical and economic effects caused by the adoption of such an ordinance designating the Church as a local landmark. The congregation continues to decline from its 400 plus members in the 1940's and now totals 40 members at this time. Due to declining numbers and church mission the congregation's lack(s) of funds to continue the (necessary) maintenance (of) this building. The congregation has been attempting to sell the Church for over 4 years. Just keeping the building in its current condition has cost over $32,000 per year. These costs are only rising. There are significant deferred maintenance items (such as the non-functioning air conditioner estimated to require replacement at a cost exceeding $200,000, and deteriorated windows that are rotting and require replacement) that the congregation cannot even approach to address at this time. Requiring the Church to continue to address the ever growing maintenance under the additional financial and bureaucratic burden of preservation review (window replacement will be made economically impossible if subject to the Landmark review process) and the accompanying debate is an impossibility (despite the congregation's continued efforts to remain good stewards of the building).

The initial staff report presented what are a difficult if not impossible list of adaptive reuses for the building and property. The presented list clearly ignored both building code and zoning code provisions. Staff cannot seriously present a case that the building could be converted to a single family home due to its size, expense of future maintenance, and overall layout (without taking into account the actual need to revise the exterior of the now landmarked building in order to allow for building code required light and air).

A possible reuse of the building as a multi-family building is not allowed under the existing R1 zoning the property carries. In order to approach such a use, a rezoning of the property would be required. Other than the possible local landmark designation, the property meets none of the zoning amendment standards contained within the Evanston Code. Further there was no consideration of building code requirements that would be both physically and economically difficult to meet. In order to create separate dwelling units the building would have to be demised into separate dwelling units. Due to the size and width of the structure it would be difficult to provide the required natural light and air to the interiors of the dwelling units (unless that they are designed to be so narrow that much of the interior of the building becomes wasted space).

All of the other potential adaptive reuses of the building require approval as special uses. Two such uses (another church and a day school) have been proposed only to have many of the community strongly objecting to said proposed uses. Unlike this nomination (where no other community member has come forward to support the nomination) the two prior special use requests drew extremely strong and numerous objections from adjacent property owners.

What the Commission is faced with is a nomination that until now was never even a consideration of either neighboring property owners or City staff (as noted during the discussion of the DAPR and Plan Commission hearings on at least one of the prior proposals). Staff has presented the Commission with tenuous (at best) evidence addressing the two Criterion that are being relied upon to support this nomination. The proposed final report reads as if it were it is based on a strong factual basis. As pointed out herein, it is not. There is no factual evidence that

Larry Perkins designed the building, only a suggestion which is not legally sufficient to base landmark designation upon. The building itself, while functional does not meet the scope of the second Criterion. It is a simple building that does nothing more than represent a 'picture' of what a Church looks like. It does not even represent a continuing trend or typology for the Christian Scientist Church. It is not innovated in any aspect of its form other that using the common materials of its day (basically having been designed to meet the finances of the congregation at that time). Landmark designation of this Church will inevitably lead to the further deterioration of the structure as the small congregation becomes responsible for ever increasing maintenance costs. The building, which may now appear as a visual asset to this neighborhood will instead risk becoming a detriment. The landmark designation of the building, coupled with the neighborhood's prior objection to the adaptive reuses of the site or the building will likely lead to a request for the demolition of the structure as it continues to deteriorate (which the congregation cannot financially address) The only difference between now and then will be the intervening years where the building deteriorates and becomes a detriment to the neighborhood.

The 2nd Church of Christ Scientist building does not meet the requirements as defined in the current ordinance for being designated as an Evanston Landmark. The proposed report, as drafted, artfully uses unsound arguments to further what has become evident as being support for such a designation. The Commission, at what is a very late date in the history of the property, is being asked to support a singular nomination that if granted will not advance the otherwise fine work the Commission has accomplished in the past. It is very rare where the Commission has supported the nomination of a structure over the opposition of the property owner.

Respectfully,

The Congregation of the 2nd Church of Christ, Scientist
Through their council:

Thompson Coburn

Bernard I. Citron
BIC/dd

Re: 2715 Hurd Avenue Evanston Landmark Nomination

I am writing in support of the nomination of 2715 Hurd Avenue as an Evanston Landmark. I believe it to be uniquely unlike any other structure in Evanston or Chicago as both an abstraction and transformation of classical design elements. It is also uniquely different from the prominent 20th century style of classical abstraction that proceeded it and came to be known as "art deco." Some of its unique design features may be seen in the comparison between it and the First Congregational Church of Evanston (a designated Evanston Landmark) illustrated in the Landmark nomination.

The Hurd Avenue Church's entry porch is unique in that it is not a separate attached element (portico) but the gable end of the primary volume of the churches worship space. Unlike conventional portico elements where the support is either rectangular piers or round columns, the wood trim on the front and sides of the piers at Hurd Street suggest that the piers are part of a south facing masonry wall with full height portal-like openings in it. This subtle feature, in my opinion, transforms the experience of entering the church.

Both the openings at the entry porch and the window subdivisions are over scaled, which gives the building a slightly residential character and suggests that the building is smaller than it is, a feature that better integrates in into the largely residential neighborhood.

The building is, except for two interesting features, devoid of applied ornament. Unlike "art deco" structures which were simplified classicism that substituted "jazzy" geometrized ornament for classical elements, the Hurd Avenue Church creates panels under windows with a classical Greek Key motif enlarged to an unprecedented size. The Greek Key is a ubiquitous classical decorative motif, which has never been used in this way. The "acroteria" at the corners of the roof and the corners of the base of the steeple were a feature of Greek temples. They were functionally, water diverters. The simplified versions here are a nod to both to classicism and to the idea of functionalism as characteristic of the Modern Movement in architecture.

A 20th century modern building with both traditional and vernacular elements used for their associative meaning, here to signal that this structure is a church, is an idea that was remarkably ahead of its' time. This idea would become one of the underpinnings of the architecture of the 1970, '80s and 1990s: architecture which came to be referred to as "postmodernism."

To conclude, the church is so simple and modest that one immediately asks why is this a landmark? Yet it's big ideas, handsome proportions, spare and economical use of common materials, and uniqueness for the time in which it was built, qualify it as a part of Evanston's physical history deserving of our protection.

Respectfully Submitted,

Stuart Cohen, Fellow of the American Institute of Architects.
Partner, Cohen & Hacker Architects LLC
Evanston Resident and Preservation Commissioner
Professor of Architecture Emeritus at the University of Illinois, Chicago.
Winner of the Arthur Ross Award for History, Writing and Theory.
Winner of the Society of Architectural Historians Award for Excellence in Design, Academics and Scholarship.

There are five excellent reasons the Second Church of Christ, Scientist, 2715 Hurd Avenue, is significant and eligible for listing as an Evanston Landmark:

1. Its design is based on the Classical Revival style that has long been associated with Christian Science churches. The Classical model started with the distinguished Chicago architect, Solon S. Beman and a classical exhibition building he designed for the 1893 World's Columbian Exposition. He subsequently designed numerous classical Christian Science Churches in the Chicago area and nationally. The Classical Revival style with its sense of calm, power, sincerity, rationalism and dignity and its true systems of proportion exemplifies the Christian Science faith employed in their classical houses of worship.

2. The church is a masterful mid-century interpretation of classicism. It reflects the early post World War II time of austerity due to material shortages and a necessity for thrift. This led to the development of modernism in one of two forms. Sometimes modern buildings were radical, with no references to historical architecture. In other instances, buildings were abstracted versions of traditional styles, with simplified ornament or none. The latter approach was adopted for the design of the Hurd Avenue church, with its imposing rectangular columns, its triangular front pediment and its abstracted Greek Key pattern. The church exemplifies the Greek Temple Form, but in a unique modern way.

3. The Church leaders selected an architectural firm, Perkins, Wheeler & Will, whose principals understood Evanston and its people. The firm stood at the forefront of modernism with its 1940 design for Winnetka's Crow Island School. Recognizing that classicism embodies Christian Science values, the firm embraced and skillfully transformed classicism in the design created specifically for the Second Church of Christ Scientist. Native son Lawrence Perkins, closely associated with the church design, commands local and national significance.

4. Chicago Common brick, used for the church, was prized during the time the church was constructed. In fact, the material was given a special tint to give the building distinction. Common brick was employed to build many landmark buildings including Crow Island, a National Historic Landmark, and nationally-significant architect Paul Schweikher's 1936 Third Unitarian Church, a Chicago Landmark.

5. Finally, the building has excellent integrity. The exterior looks almost exactly as it did in 1947, when it was completed.

Susan S. Benjamin, Architectural Historian

Author: *North Shore Chicago: Houses of the Lakefront Suburbs, 1890-1940* (Acanthus Press, 2004)
Great Houses of Chicago, 1871-1921 (Acanthus Press, 2008)
Modern in the Middle, Chicago Houses 1929-1975 (Monacelli Press, 2020)

Mary B. McWilliams
1606 Wesley Avenue, Evanston, Illinois 60201–4106

As a long-time resident of Evanston, a local historian, and a former member of the Evanston Preservation Commission I am writing to urge you to affirm the Preservation Commission's recommendation to designate the Second Church of Christ, Scientist at 2715 Hurd Avenue as an Evanston Landmark.

Design and historic preservation professionals have written letters attesting the qualities of significance that meet one or more of the landmark criteria contained in Chapter 8—"Historic Preservation"—of Evanston's municipal code (Sectionn2–8–4). I will focus on another reason for designating this church. This is the City's long-standing commitment to "promote…educational, cultural, economic and general welfare" through historic preservation embodied in Chapter 8's "Statement of Purpose" (Section 2–8–1). Designating the Second Church of Christ, Scientist furthers many of the purposes listed, in particular,

> A. Identifying, preserving, protecting, enhancing and encouraging the continued utilization and rehabilitation of such…buildings…having a special historical, community, architectural…interest or value to the City and its citizens….
>
> B. Safeguarding the City's historic and cultural heritage, as embodied and reflected in such…buildings determined by ordinance as landmarks and historic districts….
>
> E. Fostering and encouraging preservation, restoration and rehabilitation of…buildings…, including entire districts and neighborhoods; and
>
> I. Encouraging public participation in identifying and preserving historic and architectural resources through public hearings on proposed designations….

In the 45 years of the Preservation Commission's existence, it has adhered to nine purposes cited in Section 2–8–1 and has fostered the general welfare by preserving the diverse built heritage of this exceptional, almost 200-year-old community. This heritage includes fourteen churches that have been individually designated Evanston Landmarks. Eleven of those churches were designated for a high quality of architectural design and as fine representatives of the work of the architects who designed them. The Second Church of Christ, Scientist meets the same criteria—architecture and architect—as those eleven churches. Declaring Second Church an Evanston Landmark is consistent with the Preservation Commission's previous church designations and with the purposes for historic preservation outlined inf the municipal code.

Finally, I would like to address the concern that designation might affect negatively the sale of the church or cause what the property owner has described as undue hardship. Two relevant examples challenge with those concerns.

First, I live across the street from one of Evanston's landmarked churches, designated in the late 1970s for architecture and its architects. Many years ago, well after the landmark designation, a previous congregation put the building up for sale. The buyer was the current owner, the Evanston Church of God. Landmark status did not prevent the sale of the church, and when the current owners needed a new roof, they appeared before the Preservation Commission and received approval for the project. We neighbors have long enjoyed the benefits of the church's presence in our neighborhood.

The other example of a landmark church sale concerns, ironically, another Christian Scientist church, the First Church of Christ, Scientist. The now former church building is located at the southwest corner of Chicago Avenue and Grove Street and was designated in the late 1970s as an Evanston Landmark for its architecture and as exemplary of the work of Solon S. Beman, a Chicago architect who designed many Christian Science churches in the area. Beman is probably better known as the architect of Pullman, the first example of a planned industrial community in the United States and now a National Monument. A few years ago, the congregation of First Church sold its building to the Music Institute of Chicago, a high-profile cultural and economic benefit to the City.

Mary B. McWilliams

Exhibit D:

Copies of owner and nominator notification regarding Landmark designation for 2715 Hurd Avenue.

Cade W. Sterling
City Planner
Planning & Zoning Division
2100 Ridge Avenue
Evanston, Illinois 60201
T 847.448.8231
csterling@cityofevanston.org

April 14, 2021

Second Church of Christ Scientist
or current Owner of Record
2715 Hurd Avenue
Evanston, Illinois 60201

RE: Landmark Nomination for 2715 Hurd Avenue

Pursuant to City Code section 2-8-5 (C) 1, this letter serves as formal notification that an individual meeting the criteria under Code Section 2-8-5 (A) has filed a completed nomination form initiating Landmark nomination proceedings for the property located at 2715 Hurd Avenue. The nomination seeks to list the property under criterion 2, 3, 4, and 6.

Pursuant to Code Section 2-8-5 (C) 2., a public hearing will be held within ~~45~~ 90 days of the date the nomination was received (April 13, 2021). The hearing shall be conducted in accordance with the Commissions rules and procedures and will hear and consider all testimony and evidence relating to the designation criteria in Subsections 2-8-4(A) and (B), from the applicant, any person who makes written submissions or whom appears at the public meeting. You, as the owner of record, shall be allowed reasonable opportunity to present testimony or evidence limited to the applicability of the designation criteria in Subsections 2-8-4 (A) and (B). The Preservation Commission makes a recommendation to City Council, the determining body in instances of positive recommendations for designation.

As the nomination process has been initiated, your property is currently under interim protection in accordance with City Code Section 2-8-7. Until a determination has been made, all construction, alteration, demolition, or relocation shall require a Certificate of Appropriateness issued by the Preservation Commission pursuant to Code Section 2-8-8.

If you have any questions, please contact me at your convenience. This case is currently scheduled to be heard at the May 11 meeting of the Preservation Commission. I have attached a copy of the relevant code sections.

Respectfully,

Cade Wylie Sterling

Cade W. Sterling
City Planner

Cade W. Sterling
City Planner
Planning & Zoning Division
2100 Ridge Avenue
Evanston, Illinois 60201
T 847.448.8231
csterling@cityofevanston.org

July 15, 2021

Mr. Nebel
Nominator
2659 Hurd Avenue
Evanston, Illinois 60201

RE: Notification of Commission Recommendation for 2715 Hurd Avenue

Pursuant to City Code section 2-8-5 (F) this letter serves as formal notification that the Preservation Commission has approved its report and ultimately recommended designation of 2715 Hurd Avenue as an Evanston Landmark by ordinance. Resolution 21PRES-0073. Copies of the resolution and final report are attached.

The property remains under interim protection for 120 days following receipt of the recommendation by City Council in accordance with City Code Section 2-8-7. Until a determination has been made by City Council or expiration of the 120 day period, all construction, alteration, demolition, or relocation shall require a Certificate of Appropriateness issued by the Preservation Commission pursuant to Code Section 2-8-8.

If you have any questions, please contact me at your convenience. This case is currently scheduled to be heard at the July 26 meeting of the Planning and Development Committee.

Respectfully,

Cade Wylie Sterling

Cade W. Sterling
City Planner

Cade W. Sterling
City Planner
Planning & Zoning Division
2100 Ridge Avenue
Evanston, Illinois 60201
T 847.448.8231
csterling@cityofevanston.org

July 15, 2021

Second Church of Christ Scientist
or current Owner of Record
2715 Hurd Avenue
Evanston, Illinois 60201

RE: Notification of Commission Recommendation for 2715 Hurd Avenue

Pursuant to City Code section 2-8-5 (F) this letter serves as formal notification that the Preservation Commission has approved its report and ultimately recommended designation of 2715 Hurd Avenue as an Evanston Landmark by ordinance. Resolution 21PRES-0073. Copies of the resolution and final report are attached.

The property remains under interim protection for 120 days following receipt of the recommendation by City Council in accordance with City Code Section 2-8-7. Until a determination has been made by City Council or expiration of the 120 day period, all construction, alteration, demolition, or relocation shall require a Certificate of Appropriateness issued by the Preservation Commission pursuant to Code Section 2-8-8.

If you have any questions, please contact me at your convenience. This case is currently scheduled to be heard at the July 26 meeting of the Planning and Development Committee.

Respectfully,

Cade Wylie Sterling

Cade W. Sterling
City Planner

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Ike Ogbo, Health & Human Services Director
Subject:	Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches.

Council Action:
For Action

Summary:
At the July 12, 2021, City Council meeting, Councilmember Devon Reid requested the ordinance language be revised to allow for food pushcarts only at City's beaches.

The Evanston City Code currently prohibits food trucks and other food services from operating within 100 feet of City beaches and parks. The one exception to this in the code is for those authorized by the City and its duly authorized agents. This exception provides for the ability of the City to allow the former Krave concession stand to operate as well as for food trucks at events such as the Starlight Concert and Food Truck Festival at Brummel Park.

Ordinance 73-O-21 as drafted for review and approval will allow only food carts to operate at city beaches.

The changes to the Ordinance include:

- Restricting the sale of other merchandise other than food at City beaches.
- Allowing pushcart food operators to operate at the beaches and parks within 100 feet.
- Requiring food vendors to provide their own waste receptacles that are accessible to customers.
- Disallowing food vendors cooking on-site from dumping their wastes in City-owned waste receptacles.
- Three (3) licensed food carts at the City beaches. This will allow City staff to better administer the application process, inspection, compliance, and enforcement activities.

With the adoption of the revised Ordinance allowing food carts at beaches, selected food cart vendors must comply with all food vendor requirements and submit an application. An inspection must be conducted and the food carts must pass the inspections before the issuance of licenses.

To reach the maximum number of three food cart vendors as recommended, the plan is to approach vendors who are licensed in other municipalities but have regularly participated in Evanston events. Historically, these vendors have participated in Evanston events by obtaining a temporary food permit which allows food operations at one location for the duration of 14 days. The selected food cart vendors will comply with all food operation requirements stipulated in the City's Municipal Codes and other food safety policies.

The food carts that will operate at the lakefront in 2021 will follow the guidelines provided below.

- The food cart vendor must submit an application on and before the given deadline. The application submitted must be one designed specifically for beach food operations.
- Only three or less selected food cart vendors will be allowed to operate on the beach. An inspection must be conducted and a license issued before food operations are allowed.
- Selection of the three or less food cart vendors will be based on the variety of foods offered, timely submission of the application, the completion of all required documents and passing an initial food operations inspection.
- The beach food cart license will be used only at the location specified on the license. The beach licensee will not be allowed at other City events or locations without obtaining a different license for those events.
- The food cart vendors must remain in the areas assigned to them by City staff during food operations.
- Only one license will be issued per vendor for the duration of the 2021 beach season. No "one day or weekly" permits will be allowed.
- The proposed beach license fee is $500 per vendor which covers the application and inspection efforts by City staff for 2021.
- The operation hours for the food cart vendors during the beach season will be from 10 am to 6 pm, 7 days a week.
- These regulations will be enforced primarily by the staff of the Health and Human Services Department with backup by the staff of the Park and Recreation and Police departments when Health and Human Services staff is not available.
- No food pushcarts will be allowed on the beaches after the beach season is over.

Monitoring foreseeable concerns regarding food carts at City beaches and parks.

The foreseeable concerns to be considered by allowing food carts at City beaches are as follows that staff will be monitoring:

- The influx of unlicensed or unknown food carts at the beaches.
- Food safety issues related to not meeting food safety standards and Evanston-specific requirements for unlicensed or unknown food carts.

- Inability to track unlicensed or unknown food carts if a foodborne illness or outbreak occurs.
- Budgetary cost impact regarding City staff, time, and resources to engage in enforcement activities, responding to complaints, and waste management.

Future considerations of food operations at the Lakefront

City staff members are proposing to use the City's Request for Proposal (RFP) process to award a contract to a food operator as tenant(s) and exclusive use the concession spaces located at the Arrington Lagoon Building and the Clark Street Beach House at, 1631 Sheridan Road and 1811 Sheridan. Additionally, the city would grant to the tenant the use of a concession wagon space within the park area at Lighthouse Beach, Clark Street Beach, Greenwood Street Beach, Lee Street Beach, and South Blvd.

The RFP process will ensure a stream of revenue for the City which will offset the cost of staff time and expenses. Previous contracts awarded to the last food operator generated revenue in the amount of $10,000 per beach season. This model can be implemented or considered for future lakefront food contractors interested in servicing the Lakefront.

The RFP can also include additional parks if that is the desire of the City Council.

Attachments:
Food and drink vendors at beaches and parks Memo
Ordinance 73-O-21 Amending Section 7-11-6 to Allow Food Trucks on Beaches

Memorandum

To: Honorable Mayor and Members of the City Council

From: Ike C. Ogbo, Director, Health and Human Services Department
Lawrence C. Hemingway, Director, Parks and Recreation Department

Subject: Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches

Date: July 14, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 73-O-21, Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches. Councilmember Devon Reid made this request at the July 12, 2021 City Council meeting.

Council Action:
For Action

Summary:
Councilmember Reid made a referral to review the process and allow food trucks and operators at City of Evanston beaches. This issue was reviewed at the June 7, 2021 Human Services Committee meeting and staff were directed to return to City Council with an update to the City Code to allow for food trucks and services to operate. The committee requested this ordinance go directly to the City Council for approval instead of returning to the Committee for initial review.

At the July 12, 2021 City Council meeting, Councilmember Reid amended his ask to only allowing food push carts at City's parks and beaches. The rationale for this decision is based on providing a less polluting alternative than having motorized food trucks that use generators.

The Evanston City Code currently prohibits food tucks and other food services from operating within 100 feet of City beaches and parks. The one exception to this in the code is for those authorized by the City and its duly authorized agents. This exception provides for the ability of the City to allow the former Krave concession stand to operate as well as for food trucks at events such as the Starlight Concert and Food Truck Festival at Brummel Park.

Ordinance 73-O-21 as drafted for review and approval will allow only food carts to operate at city beaches.

The changes to the Ordinance include:

- Restricting the sale of other merchandise other than food at City beaches.
- Allowing pushcart food operators to operate at the beaches and parks within 100 feet.
- Requiring food vendors to provide their own waste receptacles that are accessible to customers.
- Disallowing food vendors from dumping their wastes in City-owned waste receptacles.

To ensure a successful launch of this initiative, staff is recommending permitting a maximum of three licensed food carts at the City beaches for 2021. This will allow City staff to better administer the application process, inspection, and compliance and enforcement activities.

With the adoption of the revised Ordinance allowing food carts at beaches, selected food cart vendors must comply with all food vendor requirements and submit an application. An inspection must be conducted and the food carts must pass the inspections before the issuance of licenses.

To reach the maximum number of three food cart vendors as recommended, the plan is to approach vendors who are licensed in other municipalities but have regularly participated in Evanston events. Historically, these vendors have participated in Evanston events by obtaining a temporary food permit which allows food operations at one location for the duration of 14 days. The selected food cart vendors will comply with all food operation requirements stipulated in the City's Municipal Codes and other food safety policies.

The food carts that will operate at the lakefront in 2021 will follow the guidelines provided below.

- The food cart vendor must submit an application on and before the given deadline. The application submitted must be one designed specifically for beach food operations.
- Only three or less selected food cart vendors will be allowed to operate on the beach. An inspection must be conducted and a license issued before food operations are allowed.
- Selection of the three or less food cart vendors will be based on the variety of foods offered, timely submission of the application, the completion of all required documents and passing an initial food operations inspection.
- The beach food cart license will be used only at the location specified on the license. The beach licensee will not be allowed at other City events or locations without obtaining a different license for those events.

- The food cart vendors must remain in the areas assigned to them by City staff during food operations.
- Only one license will be issued per vendor for the duration of the 2021 beach season. No “one day or weekly” permits will be allowed.
- The proposed beach license fee is $500 per vendor which covers the application and inspection efforts by City staff for 2021.
- The operation hours for the food cart vendors during the beach season will be from 10am-6pm, 7 days a week.
- These regulations will be enforced by the Police, Health and Human Services and the Park and Recreation Departments.
- No food truck will be allowed on the beaches after the beach season is over.

Foreseeable concerns regarding food carts at City beaches and parks.

The foreseeable concerns to be considered by allowing food carts at City beaches are as follows:

- The influx of unlicensed or unknown food carts at the beaches.
- Food safety issues related to not meeting food safety standards and Evanston-specific requirements for unlicensed or unknown food carts.
- Inability to track unlicensed or unknown food carts if a food borne illness or outbreak occurs.
- Budgetary cost impact regarding City staff, time and resources to engage in enforcement activities and responding to complaints.
- Waste management by the City for unlicensed or unknown food trucks that fail to clean-up.

Future considerations of food operations at the Lakefront

City staff members are proposing to use the City’s Request for Proposal (RFP) process to award a contract to a food operator to operate at the Lakefront during the beach seasons in 2022 and thereafter. This is a fair and established criterion that has been used in the past for Lakefront food concessions.

The RFP process will ensure a stream of revenue for the City which will offset the cost of staff time and expenses. Previous contracts awarded to Krave Concessions generated revenue in the amount of $10,000 per beach season. Krave Concessions provided a variety of foods and also had a number of food push carts. This model can be implemented or considered for future lakefront food contractors interested in servicing the Lakefront.

The RFP can also include additional parks if that is the desire of the City Council.

73-O-21

AN ORDINANCE

Amending the City Code to Change Restrictions on Food and Drink Vendors at City Parks and Beaches

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

SECTION 1: City Code Section 7-11-6 "Regulations on City Beaches" of the Evanston City Code of 2012, as amended, is hereby amended as follows:

7-11-6. - REGULATIONS ON CITY BEACHES.

(A) Bonfires. No bonfires or beach fires will be permitted within the enclosures of any of the beaches.

(B) Games. Ball playing and other games are permitted only at designated locations on City beaches.

(C) Bottles On Beaches. No person shall carry onto any public beach any bottles or anything that is breakable and dangerous to the bathers, and no person shall sell on the beach, or on any public street or ground within one hundred feet (100') of any such beach, any bottled goods or anything to be carried away in bottles or glassware.

(D) Food And Drink. Food and drink will be permitted on City beaches only in those areas so designated.

(E) Changing Of Clothing. It shall be unlawful for any person to change clothing on any of the bathing beaches.

(F) Peddling Food, Merchandise. It shall be unlawful for any peddler licensed under the provisions Title 3, Chapter ~~13~~ 11 of this Code, except the City and its duly authorized agents, to sell or offer for sale any ~~food, beverages, or any other~~ merchandise whatsoever in or within one hundred feet (100') of the public parks enumerated in Section 7-10-1 of this Title ~~and~~ or beaches enumerated in Section 7-11-1 of this Chapter. It shall be unlawful for any peddler licensed under the provisions of this Code, except the City, its duly authorized agents, and licensed pushcart peddlers under

Section 3-11-1 of this Code, to sell or offer for sale any food or beverages whatsoever in or within one hundred feet (100') of the public parks enumerated in Section 7-10-1 of this Title or beaches enumerated in Section 7-11-1 of this Chapter.

(G) Inflatable Objects. Launching of inflatable objects, surfboard type/flotation devices and kite board devices is not permitted from City beaches or rights-of-way, or within three hundred (300) yards of shore except when authorized.

(H) Steel Groins. People are not permitted on steel groins that serve as breakwaters at beaches enumerated in Section 7-11-1 of this Chapter.

(I) Boating Or Waterskiing. Boating or waterskiing is not permitted within the designated boundary of swimming beaches.

(J) Boat Storage. Boats cannot be stored on beaches overnight except in storage racks or other areas that may be designated by the lakefront Director.

(K) Swimming Restrictions. Swimming may be restricted or prohibited due to safety conditions by the Director of Parks/Forestry and Recreation or his/her designee. No swimming is permitted off boats in public swimming areas or within two hundred (200) yards east of the designated swimming areas.

(L) Scuba Diving. Scuba diving is permitted only in those areas so posted.

(M) Authority Of Staff. The Director of Parks/Forestry and Recreation or his/her designee shall have the authority to identify specific areas and facilities for the exclusive use of certain programs sponsored by the parks/forestry and recreation department.

Any person violating the terms of this Section shall be fined not more than five hundred dollars ($500.00).

SECTION 2: City Code Section 8-23-5 "Sanitation and Inspections" of the Evanston City Code of 2012, as amended, is hereby amended as follows:

8-23-5. - SANITATION AND INSPECTIONS.

(A) All mobile food vehicles shall be kept in a clean and sanitary condition. It shall be the duty of the City Manager or his/her designee to make or cause to be made such inspections as may be necessary to ensure all mobile food vehicles are kept in a clean and sanitary condition. The City Manager or his/her designee, bearing proper identification, shall be permitted to enter any mobile food vehicle at any reasonable time for the purpose of inspecting to determine whether the vendor has complied with the terms of this title. Additionally, the vendor shall, on request, provide the City Manager or his/her designee with the records of the mobile food vehicle to obtain information pertaining to food and supplies purchased, received, or used. Denial of access to the

mobile food vehicle or to said records shall be deemed an interference with the City Manager or his/her designee in the performance of his/her duties.

(B) All food storage, preparation and distribution of food, and vehicle equipment must meet applicable Illinois Department of Public Health standards and requirements, as well as standards to be determined by the City Manager or his/her designee.

(C) All food, beverages, ice and other materials sold or used in preparation of goods to be sold must be obtained from an approved commercial source.

(D) All off-site food preparation and food storage must be done either: at a City of Evanston licensed food establishment; or if the mobile food vehicle vendor is outside the jurisdiction of the Health and Human Services Department, it must comply with the applicable requirements of this Code; and (i) the mobile food vehicle vendor applicant does dispense foods which are prepared and wrapped in a commissary which conducts its operations under the supervision of a State or local health authority; or (ii) the mobile food vehicle vendor prepares food in compliance with any and all rules and regulations of the Health and Human Services Department and conducts its operations under the supervision of a State or local health authority, provided that the regulations are substantially similar to this Chapter. The mobile food vehicle vendor shall, in addition to the application, if requested, provide reports including inspection reports and laboratory results from the State and local health authority in the jurisdiction where the food source or commissary is located, indicating compliance with such approval. Food cannot be prepared in a home.

(E) All waste liquids, garbage, litter and refuse shall be kept in leak-proof, nonabsorbent containers which shall be kept covered with tight-fitting lids and properly disposed of either at an affiliated licensed restaurant or alternative location(s) as disclosed and agreed to with the Health and Human Services Department Director or his/her designee. No waste liquids, garbage, litter or refuse shall be dumped or drained into sidewalks, streets, gutters, drains, City-owned trash receptacles, other than the agreed locations with City staff. ~~A~~ An adequately-sized garbage receptacle provided by the Vendor shall be easily accessible for customer use. Vendor shall be responsible for all litter and garbage left by customers.

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.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Ike Ogbo, Health & Human Services Director
Subject:	Ordinance 74-O-21, Amending the City Code to Allow Dogs at Outdoor Restaurant Patios
Date:	July 26, 2021

Recommended Action:
Staff recommends City Council adoption of Ordinance 74-O-21, amending the City code to allow dogs at outdoor restaurant patios. Staff recommends an effective date of August 27, 2021, for implementation to allow 30 days for the Health and Human Services Department to prepare the application, formulate a permit process, and develop enforcement policies. The number of dogs allowed will be based on the square footage of the outside café.

Council Action:
For Action

Summary:
Currently, the adopted FDA Food Code and the Evanston City Code prohibits animals in restaurants and outdoor eating patios with the exception of service animals. (Evanston City Code Sections 9-4-7 and 7-2-6(D) (j).) Ordinance 74-O-21 would allow for dogs other than service animals to be allowed in outdoor eating patios and sidewalk cafes.

Staff discussed the FDA Food Code with the Illinois Department of Public Health Section Chief for Food and Dairies, Jessica McAnelly to determine if the City proceeds with changing the ordinance whether or not it would jeopardize in any way the licensing by the State of our local Health Department. She advised that she reviewed the matter with the of State of Illinois Attorney and stated that as long as measures are put in place to prevent any public health hazards that the City of Evanston Health and Human Services Department's food safety review will not be negatively impacted. In order to achieve this, a properly designed variance must be created to allow non-service dogs at outdoor eating patios and sidewalk cafes.

Public Health and Other Concerns:
Cook County and nearby communities such as Wilmette, Morton Grove, Glenview, Skokie, and Des Plaines disallow animals at food establishments apart from service and security dogs. The City of Chicago also disallows dogs at food establishments and only permits service dogs but

provides an exception to their Code to allow companion dogs due to the aforementioned state law.

The public health issues or concerns of allowing dogs at outdoor dining patios and sidewalk cafes as stated below will be addressed in the variance that will provide guidance to restaurant operators who will allow for the variance.

• Exhibition of aggressive behaviors.
• Barking and disturbing the peace.
• Waste produced by dogs.
• Fleas/diseases carried by dogs.
• Unvaccinated dogs.
• Limited space in outdoor patios and a classification issue especially for those with bigger dogs, if dogs of certain sizes are considered.

Attachments:
Dogs at Outdoor Memo
Ordinance 74-O-21 Amending the City Code to Allow Dogs on Outdoor Patios

Memorandum

To: Members of Human Services Committee

From: Ike C. Ogbo, Director, Health and Human Services Department
Brian George, Assistant City Attorney

Subject: Dogs at Outdoor Cafés

Date: July 14, 2021

Recommended Action:
The Human Services Committee reviewed the prohibition on dogs at sidewalk cafes at its June 2021 meeting and directed staff to further review State and local ordinances and implements a plan to allow dogs at outdoor dining patios. Staff prepared Ordinance 74-O-21 which would amend the City Code to allow dogs at sidewalk cafes licensed in the City of Evanston. This ordinance is bypassing the committee process to be reviewed by the full City Council for approval at the request of the committee.

Council Action:
For Action

Summary:
Councilmember Kelly made a referral to review allowing dogs at sidewalk cafes in the City of Evanston. Currently, the Evanston City Code prohibits animals in restaurants with the exception of service animals (Evanston City Code Sections 9-4-7 and 7-2-6(D)(j).) Ordinance 74-O-21 would allow for dogs other than service animals to be allowed in sidewalk cafes.
Staff recommends an effective date of August 26, 2021 for implementing this ordinance. This would allow 30 days for the Department to prepare the application, formulate a permit process and craft enforcement policies. The number of dogs allowed will be based on the square footage of the outside café.

Concerns Regarding the Licensing of the City of Evanston Local Health Department
Staff has been discussing this issue with the Illinois Department of Public Health Section Chief for Food and Dairies, Jessica McAnelly to determine if the City proceeds with this ordinance whether or not it would jeopardize in any way the licensing by the

State of our local Health Department. She advised that she is reviewing the matter with attorneys of the State of Illinois and as of time this memo was written, she was not able to confirm or deny it. At the last Council meeting, staff recommended holding this ordinance until a final declaration is received from the State to ensure there is no issue with the continued licensure of our local Health Department if this proceeds.

The most recent direction from the State is a properly designed variance will be allowed if it assures that allowing dogs on outdoor patios will not pose any public health hazards. Jessica McAnelly also advised to follow the guidance of the Evanston Health and Human Services Department and the Law Department in making this determination.

Legal Analysis:
The City of Evanston Health and Human Services Department is mandated by the Illinois Department of Public Health to enforce the State of Illinois Food Service Safety Code. An outdoor eating patio is an extension of a restaurant.

Food and Drug Administration (FDA) Code specifically states the following:
6-501.115 Prohibiting Animals (A) Except as specified in parts (B) and (C) of this section, live animals may not be allowed on the premises of a food establishment.

Per FDA Code, paraphrasing parts B and C, the only allowable animals on the premises of a food establishment include:

1. Edible or decorative fish in aquariums or in display tanks
2. Patrol dogs accompanied by Police or security
3. Service animals provided they are controlled by the patron.

Currently, the Evanston City Code prohibits animals in restaurants with the exception of service animals. See Evanston City Code Sections 9-4-7 and 7-2-6(D) (j)

Chicago is permitted by state law which exempts municipalities of one million in population or more to allow companion dogs on outdoor dining patios as provided by 65 ILCS 5/11-20-14. The statute defines a “companion dog” as “a dog other than a service dog assisting a person with a disability.”

State law regulating Retail Food Establishments requires any municipality in a county having 2,000,000 or more inhabitants to regulate and inspect such establishments in accordance with applicable federal and state laws pertaining to the operation of retail food establishments, and lists particular regulations such as the Illinois Food Handling Regulation Enforcement Act; the Illinois Food, Drug and Cosmetic Act; the Sanitary Food Preparation Act; the regulations of the Illinois Department of Public Health; and local ordinances and regulations.65 ILCS 5/11-20-16(a). This section of the statute does not apply to a municipality such as Evanston that has its own certified local health department.

The very next sentence in the statute is a clear preemption of home rule authority. The statute states a home rule unit may not regulate retail food establishments in a less restrictive manner than as provided by section 11-20-16.

The General Assembly can restrict the exercise of home rule authority; however, the limitation must be express. City of Chicago v. Haworth, 303 Ill.App.3d 451, 455 (1st. Dist. 1999); Palm v. 2800 Lake Shore Condominium Ass'n, 2013 WL 110505 31. In this case, the limitation of home rule authority in the regulation of retail food establishments is clear:

> A home rule unit may not regulate retail food establishments in a less restrictive manner than as provided in this Section. This Section is a limitation of home rule powers under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the state.

The City's Health and Human Service Department follows the Illinois laws and IDPH regulations but not in a less restrictive manner. As a matter of fact, the public health protocols and standards implemented in Evanston are more stringent than the State's in many instances such as how we responded to the COVID-19 pandemic and other activities.

As a home rule municipality and a municipality with its own certified health department, there is an argument that Evanston can, like Chicago, make this allowance for dogs other than companion or service dogs. 65 ILCS 5/11-20-16(a) provides the section as it does not apply to a municipality, like Evanston, with its own certified health department. However, there is a significant risk that a court would disagree because of the two seemingly conflicting provisions, particularly the home rule exemption. Accordingly, the law department is neutral on this issue but advises against the action.

The Law Department has sought additional guidance from the Illinois Municipal League as well as the Attorney General. The Attorney General cannot give direct guidance to a municipality but can give guidance to certain state officials.

<u>Public Health and Other Concerns:</u>
Cook County and nearby communities such as Wilmette, Morton Grove, Glenview, Skokie, and Des Plaines disallow animals at food establishments apart from service and security dogs. The City of Chicago also disallows dogs at food establishments and only permits service dogs but provides an exception to their Code to allow companion dogs due to the aforementioned state law.

Disallowing dogs at food establishments with the exception of service and security dogs are in compliance with State Code and local ordinances. A number of public health issues and other concerns of allowing dogs at outdoor dining patios are provided below:

• Allergies and fear of dogs.

• Exhibition of aggressive behaviors.
• Barking and disturbing the peace.
• Waste produced by dogs.
• Fleas/diseases carried by dogs.
• Unvaccinated dogs.
• Removing the comfort or peace of mind for those who simply do not want to be in the company of dogs while enjoying their meals.
• Enforcement and shortage of staff to respond to complaints.
• Limited space in outdoor patios and a classification issue especially for those with bigger dogs, if dogs of certain sizes are considered.

A properly designed and executed variance should be able to address these concerns if followed intently by the owners and staff of the restaurants interested in having dogs at their outdoor eating patios.

74-O-21

AN ORDINANCE

Amending the City Code to Allow Dogs at Outdoor Restaurant Patios

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

SECTION 1: City Code Section 7-2-6 “Occupation of Public Ways for Business Purposes; Permits” of the Evanston City Code of 2012, as amended, is hereby amended as follows:

7-2-6. - OCCUPATION OF PUBLIC WAYS FOR BUSINESS PURPOSES; PERMITS.

(D) Sidewalk Cafes.

1. Definitions.

BAKERY.	An establishment for any process of mixing, compounding and baking any bread, biscuits, crackers, rolls, cakes, pies, or any food products of which flour or meal is a principal ingredient, for sale at retail or at wholesale.
ENOTECA.	A wine shop classified as a retail goods establishment holding a valid City of Evanston Class K liquor license.
ICE CREAM STORE.	An establishment selling primarily ice cream, soda water, frozen yogurt and soft drinks.
OTHER LICENSED FOOD SERVICE ESTABLISHMENT or OTHER LICENSED RETAIL	An establishment licensed by the City of Evanston as a food service establishment or as a retail food store, under Title 8 of this Code, which is not a "bakery," an "ice cream store," a "restaurant Type 1," or a

FOOD STORE.	"restaurant Type 2," as defined in this Section.
RESTAURANT TYPE 1.	An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth or dining counter with service by a waiter or waitress at said table, booth or dining counter and also shall require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited.
RESTAURANT TYPE 2.	An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant Type 1" as defined in this Section. This definition shall not include establishments wherein incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses.
SIDEWALK CAFE.	A dining area located partially or wholly on a public sidewalk or parkway.

2. Permits.

a. Type 1 Restaurants (Not Selling Alcoholic Liquor on the Sidewalk Cafe Premises), Bakeries, or Ice Cream Stores More than Two Hundred (200) Feet from a Residentially Zoned District. Permits to rent sidewalk space for a sidewalk cafe shall only be granted to the licensed operator of restaurants, bakeries, or ice cream stores, as defined in Section 7-2-6(D)(1) when these uses are more than two hundred (200) feet from a residentially zoned district. Sidewalk cafes are not permitted at restaurants, bakeries or ice cream stores, or other licensed food service establishments, or other licensed retail food stores located in a residential district. The Design and Project Review Committee may authorize sidewalk cafes appurtenant to a Type 2 restaurant, and appurtenant to any restaurant, bakery, ice cream store, or other licensed food service establishment, or other licensed retail food store which is within two hundred (200) feet of a residentially zoned district and is not itself within a residential district subject to the procedures, standards, and regulations contained within Section 7-2-6(D)(6). The two hundred (200) feet shall be measured from the lot line of the parcel devoted to said sidewalk cafe to the residential zoning district boundary, inclusive of right-of-way.

b. Type 2 Restaurants, Other Licensed Food Service Establishments or Other Licensed Retail Food Stores, and any Licensed Food Service Establishment or Licensed Retail Food Store Within Two Hundred (200) Feet of a Residentially Zoned District or Type 1 Restaurant With an Alcoholic Liquor License Outside the "core area" as defined in Section 3-4-1 of this Code and Desirous of Selling Alcoholic Liquor on the Sidewalk Cafe Premises. Sidewalk cafe permits for Type 2 restaurants, other licensed food service establishments or other licensed retail food stores, and any licensed food service establishment or licensed retail food store within two hundred (200) feet from a residentially zoned district shall require approval of the Design and Project Review Committee. Type 1 restaurants with an alcoholic liquor license outside the core area and desirous of selling alcoholic liquor on the sidewalk cafe premises as defined in Section 7-2-6(D)(1), shall require the approval of the City Council.

c. Enoteca and Class K Liquor Licensees. An Enoteca or Class K liquor licensee requesting a sidewalk cafe permit requires approval by the Design and Project Review Committee with respect to the standards set forth in Section 7-2-6-(D)(6). An Enoteca or Class K liquor licensee seeking to sell wine on the sidewalk at the premises shall require the approval of the City Council.

d. Permit Required. No licensed operator of a restaurant, bakery, ice cream store, or other licensed food service establishment or other licensed retail food store shall erect, place or maintain in or upon any public sidewalk or parking contiguous or adjacent to said licensed restaurant, bakery, ice cream store, or other licensed food service establishment or other licensed retail food store, tables, benches or chairs for the purpose of serving to customers thereon, food and/or beverages for consumption at such sidewalk tables, benches or chairs unless a permit for the same shall have been first obtained from the City in the instance of a Type 1 restaurant, bakery or ice cream store, when the use is more than two hundred (200) feet from a residentially zoned district, Enoteca/Class K liquor licensee, Type 2 restaurant, other licensed food service establishment or other licensed retail food store, or any licensed food service establishment or licensed retail food store within two hundred (200) feet of a residentially zoned district.

e. Term of Permit. A licensed restaurant, bakery or ice cream store operator or other licensed food service establishment or other licensed retail food store operator or Enoteca operator or Class K liquor licensee annually may apply for and obtain a sidewalk cafe permit. The sidewalk cafe permit shall be effective only for the period April 1 through November 1 of the calendar year for which the City has issued it. No licensed operator shall assign or transfer a sidewalk cafe permit.

f. Exception; Renewal. If a sidewalk cafe permit was issued for the prior calendar year, the approval for a sidewalk cafe permit shall be obtained from the City Manager or his/her designee, provided, the sidewalk cafe permit previously issued was not revoked or suspended, and the sidewalk cafe received no inspection citation(s) from property standards or the Health Department for said prior calendar year. The application must satisfy the requirements set forth in Section 7-2-6(D)(3).

3. Permit Application. At the time of making application for a permit, the applicant shall furnish the following information to the City Manager or his/her designee:

a. Name and mailing address of the applicant and of the proposed sidewalk cafe.

b. A detailed drawing to scale of the proposed site indicating the following: the existing facade; the points of ingress and egress; and the proposed location of the tables, chairs, serving equipment, planters, awnings, lighting, delimiting ropes or chains and other facilities to be included in the cafe operation. The detailed scale drawing must indicate the location of the existing public improvements including the following: fire hydrants, parking meters or parking pay boxes, streetlights, utility structures, traffic signals, street signs, bus shelters, trees, tree grates, planting boxes and/or planting areas, landscaping, and any other public or private obstruction. A plat of survey is required.

c. A statement of use as Type 1 or Type 2 restaurant, ice cream store, bakery, or other licensed food service establishment or other licensed retail food store of the principal use or Enoteca or Class K liquor license.

d. An indemnification and hold harmless statement in a form approved by the City.

e. A certificate of insurance covering the period of the outdoor operations, including coverage of comprehensive general liability insurance and other appropriate coverage for these types of business activities in the amount of one million dollars ($1,000,000.00) per occurrence and five hundred thousand dollars ($500,000.00) per person. The City is to be named as an additional insured on the face of the certificate with an insurance company with a B+ rating or better. Any changes or cancellations shall require that the City be notified in writing at least thirty (30) days prior to the effective date of the change or cancellation. The certificate of insurance shall be subject to final approval by the City and the applicant shall make whatever amendments to said certificate if requested to do so by the City.

f. A copy of a valid business license and liquor license (if applicable) issued by the City.

g. An acknowledgment that the applicant has received, reviewed, and understood the regulations pertaining to sidewalk cafes.

h. Annual permit fee in the amount of three hundred dollars ($300.00) for Type 1 restaurants and Type 2 restaurants or two hundred fifty dollars ($250.00) for all other businesses. A three-dollar ($3.00) per square foot of the public right-of-way to be occupied shall be paid by Type 1 restaurants and Type 2 restaurants or two-dollar ($2.00) per square foot of the public right-of-way to be occupied shall be paid by all other businesses. In instances in which any licensed food service establishment or licensed retail food store has used the public right-of-way for a sidewalk cafe without the benefit of a permit issued by the City for such usage, the sidewalk cafe annual permit

fee shall be increased by an additional two hundred dollars ($200.00) plus one dollar ($1.00) per square foot of the public right-of-way to be occupied.

4. Unobstructed Passage. At all times the operator of any licensed food service establishment or licensed retail food store shall:

a. Maintain a clear distance of a minimum of six (6) unobstructed feet in width, measured from the sidewalk curb and from any public improvements within the right-of-way, including, but not limited to, parking meters, signs, and planters to the ropes or chains delimiting the sidewalk cafe area as indicated on the approved permit. If the sidewalk cafe has permanent infrastructure, the permittee must maintain a clear distance of eight (8) unobstructed feet in width. Clearance should provide for a lineal path for pedestrian travel. Cafe area shall be two (2) feet minimally from inside of street curb and shall not encroach into streetscape paver band.

b. Not interfere with the passage of pedestrians, vehicle flow, or access to buildings.

c. Not place sidewalk tables, benches, or chairs in a location that interferes with the operation of fire hydrants, pedestrian crosswalks, intersections, bus stops, or taxi stands, or in a location that is harmful to trees or other plantings.

d. Not utilize any of the required or nonrequired parking space area for sidewalk tables, benches, chairs, or other furniture and materials associated with the sidewalk cafe.

5. Rules and Regulations for All Sidewalk Cafes.

a. A Type 1 restaurant with an alcoholic liquor license outside the "core area", Enoteca/Class K liquor licensee desirous of selling alcoholic liquor on the sidewalk cafe premises must first obtain an alcohol license from the City Council.

(1) Licensed Type 1 restaurants, possessing an alcoholic liquor license of any classification and located within the core area, may sell alcoholic liquor on sidewalk cafe premises. Such sale of alcoholic liquor shall be for consumption on the premises only during the period when their patrons are offered a complete meal.

(2) Licensed restaurants, possessing an alcoholic liquor license of any classification, but located outside the "core area" as defined in Section 3-4-1 of this Code, unless otherwise permitted in Section 7-2-6(D)(5)(a)(3), are prohibited from serving alcoholic liquor on the sidewalk cafe premises or allowing any patron to consume or have in his or her possession, any alcoholic liquor on said cafe premises. Licensed restaurants outside the core area which serve alcoholic liquor in the principal establishment, unless otherwise permitted in Section 7-2-6(D)(5)(a)(3) which serve alcoholic liquor in the principal establishment shall clearly state on the menu for outdoor service that the sale and/or consumption of alcoholic liquor is prohibited.

(3) Type 2 restaurants are, generally, prohibited from serving alcohol and must clearly state on the menu for outdoor service that the sale and/or consumption of alcoholic liquor is prohibited. However, Type 2 restaurants which serve alcoholic liquor in the principal establishment, may serve alcohol on their sidewalk cafe only if the restaurant complies with the requirements of a Type 1 restaurant in Section 7-2-6(D) on the restaurant's sidewalk cafe. All alcoholic beverages must be served in reusable glassware.

(4) Licensed Type 1 restaurants, possessing an alcoholic beverage license of any classification, but located outside the "core area," may request a sidewalk cafe permit which allows the sale of alcoholic liquor on sidewalk cafe premises subject to the standards and procedures of Section 7-2-6(D)(6) and in compliance with all other applicable provisions of this Code.

(5) An Enoteca possessing a Class K liquor license sell wine within the boundaries of the sidewalk cafe premises.

(6) A Class K liquor licensee may sell beer, wine, or liquor within the boundaries of the sidewalk cafe premises.

(7) Alcohol is not permitted on the sidewalk cafe of a restaurant that does not possess a City of Evanston liquor license.

b. At all times, including while being stored, prepared, displayed, served or transported to the table, food shall be protected from potential contamination by being covered and/or refrigerated if necessary.

c. Reusable, nondisposable flatware, dishware and beverage containers, are required for use in association with all sidewalk cafes. No food or beverage, including water, shall be served in, on, or with single use paper, plastic, or polystyrene plastic dishes or utensils, nor shall any food or beverage be served to the customer wrapped or packaged in foil, paper, plastic, or polystyrene plastic. The prohibition on the use of single use dishes, utensils, beverage containers or foil, paper, plastic, or plastic wrapping or packaging may be waived by the Design & Project Review Committee or City Council upon a showing of good cause. Such good cause includes, but is not limited to, provisions of table bus service, a litter control and disposal plan, or equivalents, sufficient to obviate any adverse off site effects of the grant of the waiver.

d. When associated with Type 1 restaurants, food or beverages consumed at sidewalk tables, benches, or chairs must be served by a waiter or waitress of the restaurant at said tables, benches, or chairs. When associated with Type 2 restaurants, bakeries, ice cream stores or any other licensed food service establishment or other licensed retail food store, a sidewalk cafe shall provide bus service during all hours of operation. When associated with Enotecas or Class K liquor licensees, food or beverages consumed at sidewalk tables, benches, or chairs must be served by a waiter or waitress of the Enoteca or Class K liquor licensees at said tables, benches, or chairs.

e. The operator of any licensed food service establishment or licensed retail food store or Enoteca or Class K liquor licensees must maintain the exterior of the premises, including the sidewalk cafe area, in accordance with applicable regulations of the Evanston Health Department and Public Works Department. This duty to maintain extends to the removal of all litter, regardless of its source.

f. Generally, Sidewalk tables, benches, or chairs may not be attached by any means to the public sidewalk or any other public property. If a restaurant has a right-of-way space that is rectangular and is larger than six hundred (600) square feet, the restaurant can apply to install permanent infrastructure for its sidewalk cafe.

g. Sidewalk tables, benches, or chairs may be stored on the City sidewalk, in an area approved by the City, upon the payment of a three hundred dollar ($300.00) fee for Type 2 restaurants or a two hundred fifty ($250.00) for all other types of businesses.

h. A sidewalk cafe shall not be open for business when the interior aspect of the business is not open for business.

i. The outdoor seating area shall be accessible to the disabled, and the licensee shall at all times comply with all applicable federal, state, and City laws, ordinances, and regulations concerning accessibility and nondiscrimination in the providing of services.

j. No animals, except those assisting the disabled, shall be allowed in the outdoor restaurant seating area.

(1) Notwithstanding anything to the contrary herein, a food establishment with an outdoor restaurant seating area may allow dogs to be present in the outdoor patio of the food establishment if the food establishment obtains from the Health and Human Services Department a variance waiving the prohibition against allowing a dog on the premises of the food establishment and complies with Health and Human Services Department conditions and standards.

k. Except for an Enoteca business or Class K liquor license establishment, alcohol will only be served at sidewalk cafes in conjunction with a full meal. The sidewalk cafe shall not function as a "bar," as that term is defined in Section 3-4-1, the City's liquor control regulations, of this Code.

l. Alcohol will not be served at sidewalk cafes after 9:30 p.m. on weekdays and after 10:30 p.m. on weekends.

m. Any violation of the City's liquor control regulations at the sidewalk cafe premises may result in the revocation of the liquor license for the entire licensed premises in accordance with the provisions of Title 3, Chapter 5 of this Code.

n. Revocation or suspension of a sidewalk cafe permit by the City Manager or his/her designee pursuant to Section 7-2-6(D)(7) prohibits service of alcoholic liquor on the sidewalk cafe premises for the duration of the revocation or suspension.

o. No amplified music, whether live or recorded, is allowed on sidewalk cafe premises.

p. The sidewalk cafe permit and approved plan shall be conspicuously displayed on the exterior wall or window of the main entrance of the licensed retail food establishment during all hours of operation. The boundaries of the Sidewalk Cafe, including the physical boundary separating the permitted outdoor seating from the remainder of the public way, shall reflect the approved plan and shall not be modified or altered unless approved by the Design and Project Review Committee or City Council.

r. If a boundary is installed enclosing the permitted area from the remainder of the public way, the boundary shall be no less than twenty-four (24) inches or more than thirty-six (36) in height and shall include cane detectable barriers located twenty-seven (27) inches or less above ground.

s. Non-permissible enclosure of City property within the boundaries of the sidewalk cafe shall include, but not limited to parking meters/boxes, fire hydrants, newspaper stands/boxes, trees, planters and bike racks. These types of items must be accessible to the public or to the City for emergency services.

t. No portion of the sidewalk cafe shall expand to include neighboring businesses, residences or empty lots. No portion of the sidewalk cafe shall be elevated. Sidewalk cafes cannot operate under scaffolding or construction canopies.

u. Permittees are required to be current with payment of all taxes and any fee/payment due the City of Evanston. Permit shall be automatically revoked sixty (60) days after notice on non-payment and equipment shall be removed from cafe area.

v. Smoking of any type is prohibited on sidewalk cafes. Permittees are responsible for the conduct of patrons of their sidewalk cafe. Failure to enforce the City's prohibition against smoking can result in revocation of the sidewalk cafe permit or a fine.

SECTION 2: City Code Section 9-4-7 “Restraint of Animals Required” of the Evanston City Code of 2012, as amended, is hereby amended as follows:

9-4-7. - RESTRAINT OF ANIMALS REQUIRED.

(A) All animals except cats shall be kept under restraint.

(B) It shall be unlawful for any animal, even though on leash, to be or enter upon any public hall, restaurant, confectionery shop, coffee shop, ice cream or soft drink establishment, office, store, grocery, meat market, bakery or any store or shop for the

sale of food, except any shop for the sale of animal pets, anywhere within the City during the time that any of such places or establishments are open for use by the public or persons entitled to use the same. This Section shall not apply to food establishments that comply with the requirements of Section 7-2-6(D)(5)(j)(1) of the Code.

(C) It shall be unlawful for any dog or cat, even though on leash, to go or be upon any school premises or public bathing beach within the City or upon a path or sidewalk extending through or within any school premises or public bathing beach within the City. The foregoing shall not apply to any City-designated dog beach, as described in Section 7-11-8 of this Code, as amended.

(D) It shall be unlawful for any dog or cat, unless on leash, to go or be upon any public playground or public park within the City or upon a path or sidewalk through or within any public park or playground within the City.

(E) The provisions of this Section shall not apply to working service animals.

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.

DRAFT

Introduced: _____, 2021
Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

DRAFT

Memorandum

To:	Honorable Mayor and Members of the City Council
CC:	Members of the Rules Committee
From:	Brian George, Assistant City Attorney
Subject:	Ordinance 76-O-21, Amending Section 1-7-4 of the City Code Concerning Deputy Clerk Appointments
Date:	July 26, 2021

Recommended Action:
Rules Committee recommends City Council adoption of ordinance 76-O-21, amending Section 1-7-4 of the City Code concerning deputy clerk appointments.

Council Action:
For Introduction

Summary:
Councilmember Fleming made a referral for the Rules Committee to consider the deputy clerk appointment to be made by the City Clerk rather than the City Manager. Attached is Ordinance 76-O-21 revising the City Code to allow for the City Clerk to appoint deputies. With regard to the appointment of a deputy clerk by the City Clerk, this position would be in duration for up to four years and would be payable out of the City Clerk's budget. The Deputy Clerk position is a full-time position, which hired through a hiring process. The City Manager approves all hired employees of the City. Also, the position follows the City employee policies.

Legislative History:
Amended by the Rules Committee on July 7, 2021 to read:

The ~~City Manager~~City Clerk may appoint one or more deputy clerks in accordance with City Human Resources policy, who shall be empowered to perform all the duties of the City Clerk during the temporary absence of said City Clerk.

Attachments:
76-O-21 Amending Section 1-7-4 of the Code Concerning Deputy Clerk Appointments (as Amended by the Rules Committee 7-7-21)

6/24/21

76-O-21

AN ORDINANCE

Amending Section 1-7-4 of the City Code Concerning Deputy Clerk Appointments

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

SECTION 1: City Code Section 1-7-4 "Deputies" of the Evanston City Code of 2012, as amended, is hereby amended as follows:

1-7-4. - DEPUTIES.

The ~~City Manager~~ City Clerk may appoint one or more deputy clerks in accordance with City Human Resources policy, who shall be empowered to perform all the duties of the City Clerk during the temporary absence of said City Clerk.

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.

Introduced: _____, 2021
Adopted: _____, 2021

Approved:

_____, 2021

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

Memorandum

To:	Honorable Mayor and Members of the City Council
From:	Nicholas Cummings, Corporation Counsel
Subject:	Adoption of Resolution of 74-R-21, Adopting the Rules and Organization of City Council as Amended July 7, 2021
Date:	July 26, 2021

Recommended Action:
The Rules Committee recommends adoption of Resolution 74-R-21, Adopting the Rules and Organization of City Council as Amended July 7, 2021.

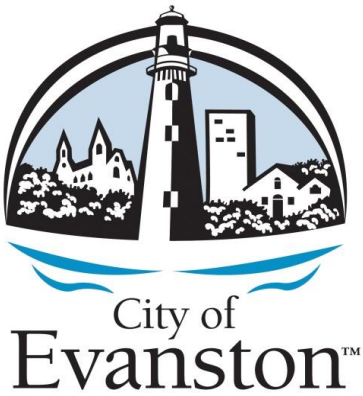
Council Action:
For Action

Summary:
On July 7, 2021 the Rules Committee met, deliberated, and adopted the following changes to the Rules and Organization of City Council:

- Revise all mentions of "alderperson" or "alderpersons" to "councilmember" or "councilmembers";
- Rule 9.11.3.4 (A) is amended to read "Perform a monthly in depth review of the financial performance of the City and its departments, including City revenue projections and actuals";
- Rule 9.11.3.4 (B) is amended to read "Propose goals for the annual and long-range budget process (internal and community based)";
- Rule 9.11.3.4 (E) is amended to read "Recommend funding for City Pensions (including debt issuance) and the Capital Plan; and";
- Rule 9.11.3.4 (G) is deleted;
- The last two sentences of 11.1 were removed;
- Rule 17.1 was amended to add the language "standing committees and boards and commissions";

- "City Manager" was deleted from Rule 18.11;
- Rule 21.2 was amended to comply with the Open Meetings Act and removed the limitation of only appearing remotely once per calendar year;
- Rule 22.1 was amended to detail when motions to reconsider are in order;
- Rule 22.2 was eliminated and 22.3 was renumbered to 22.2;
- Rule 26 was amended to read "The Mayor shall appoint a compensation committee comprised of councilmembers no later than January 1 of the year prior to a municipal election..."

Attachments:
Rules and Organization REVISED July 7, 2021
74-R-21 Amending City Council Rules July 7. 2021



Rules and Organization of the City Council of the City of Evanston

July 7, 2021

GLOSSARY

"Acting Mayor" is a member of the City Council elected by the Council to fill a vacancy in the office of the Mayor until filled by a regular or special election. The Acting Mayor shall possess all the rights and powers of the Mayor.

"City Council" and **"Corporate Authorities"** shall mean the nine Councilmembers and the Mayor and may be used interchangeably.

"Journal" is the official record of the City Council, wherein are recorded the yeas and nays taken on the passage of designated ordinances, resolutions, motions, and other actions of the Council.

"Mayor *pro tem*" is a member of the City Council, who is elected by the Council to perform the duties and possesses all the rights and powers of the Mayor if a temporary absence or disability of the Mayor prevents the performance of Mayoral duties, but does not create a vacancy in the office. (Exception: See Rule 14.4)

"Quorum" is six members of the Corporate Authorities for a City Council meeting and the majority of the members appointed to any City Council Standing Committee.

"Temporary Chair" is a member of the Council, who in the absence of the Mayor, acting Mayor, or Mayor *pro tem* for a portion of a meeting, is elected by the Council to act as a temporary chair. The temporary chair shall have only the powers of a presiding officer and has a right to vote as Councilmember. (Exception: See Rule 14.4)

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1. ADJOURNMENT

1.1 A motion to adjourn the Council shall always be in order except while a vote is being taken.

1.2 A motion to adjourn cannot be amended or debated, but a motion to adjourn to a specific date or time may be amended and debated.

2. AGENDA: ORDER AT COUNCIL MEETINGS

2.1 The first order of business at each meeting of the City Council shall be the calling of the roll of Councilmembers by the City Clerk, who shall mark the absentees and announce whether a quorum is present; the Council shall then be called to order by the Mayor. Thereupon, the Council shall proceed to the business before it, which shall normally be conducted in the following order. The Mayor or the Council may vary the order of business:

A. Mayor Public Announcements and Report of the City Manager.

B. Communications of the City Clerk.

C. Citizen Comment.

D. Special Order of Business.

E. Consent Agenda and approval of the minutes of the preceding meeting.

F. Report of Standing and Special Committees.

G. Call of the Wards, at which time each Councilmember shall be called upon by the Mayor to announce or provide information about any Ward or City matter.

H. Executive Session.

2.2 All matters relating to priority of business shall be decided by the Mayor without debate.

2.3 The Mayor shall preserve order and decorum and shall decide all questions of order.

2.4 During the meetings of the City Council only city officers and staff, former Councilmembers, former Mayors and persons connected with the accredited media shall be admitted to the Council floor except upon invitation of the Mayor.

2.5 In the case of disturbance or disorderly conduct the Mayor shall have the power: (1) to remove the offenders; (2) to clear the Council Chamber of all spectators; or (3) to suspend or adjourn the meeting.

2.6 Committees or individual Councilmembers who intend to ask for official Council action shall ask the City Manager to put such matters on the printed agenda prior to the Council meeting.

2.7 The Mayor must approve the agenda before it is published.

3. AMENDMENT, REPEAL, OR SUSPENSION OF RULES

Any rule may be temporarily suspended for the matter under consideration at any time by a two-thirds vote of the Councilmembers present, except as provided in Rule 20.1.

4. APPEALS

The rulings of the Mayor may be appealed to the City Council and shall be decided by a majority vote without debate.

5. APPOINTMENTS – EXCEPT AS DESIGNATED BELOW

5.1 The Mayor shall have the sole right and power, with the advice and consent of the City Council, to make all appointments to the commissions, boards, and advisory bodies of the Council unless otherwise provided by ordinance or resolution. All appointments shall be introduced at least two weeks in advance of their consideration by the City Council. The Mayor shall precede introduction by transmitting to each Councilmember in confidence a written

biography of the prospective appointee no later than the Friday prior to introduction.

5.2 A board or commission appointee may be reappointed only once. When a vacancy is created by the resignation of the member prior to expiration of that member's term, the member appointed to fill this vacancy shall be appointed to a full term, unless otherwise provided by the City Code or State law. All vacancies shall be listed on the City's website, published in any City newsletter, and included in Ward Communications of Councilmembers.

5.3 The term for board or commission membership shall be three years, except where otherwise provided by statute or ordinance.

5.4 No board or commission member shall be appointed to serve on more than one board or commission concurrently, except where required by official position.

5.5 The City Council shall be given notice of the reappointment of any board or commission appointee in the same manner as established for original appointments.

5.6 Committee Chairs

5.6.1 Committees consisting of all Councilmembers, except the Referrals Committee, shall have their initial chair appointed by the Rules Committee.

5.6.2 Committees consisting of Councilmembers and citizens, which report directly to the Council, shall have a Councilmember as Chair appointed by the Rules Committee for a term determined by the Rules Committee.

5.6.3 Committees consisting of Councilmembers and citizens, which report to Standing Committees, shall have a citizen chair elected by the members of the committee.

5.6.4 Boards, Committees and Commissions composed entirely of citizens shall elect their chairs, except the Zoning Board of Appeals, which is required by the City Code to have a chair appointed by the Mayor with the advice and consent of the City Council.

5.6.5 Special Committees (*Ad Hoc*) shall have a chair appointed by the Mayor with the advice and consent of the City Council.

5.7 The Mayor can replace a member of a standing committee for a single meeting with another Councilmember. This can be done by written communication and only without the objection of either Councilmember.

6. CITIZEN PARTICIPATION

6.1 Any citizen may address a committee at the invitation of the chair of the committee. Official Public Hearings for citizens shall allow for comments by the City Council and citizens.

6.2 The Council shall provide a period for Public Comment. Interested persons shall sign their name, address and the agenda item or other topic to be addressed on a designated citizen participation sheet or online form. Individuals may participate by electronic means as designated by the Council , including the person may submit written public comment in advance of the meeting and it will be read during Public Comment within the time parameters set forth herein. In the event there is not adequate time to read the entire statement, the balance of the statement will be included in the record. A speaker may address the Council for no more than three minutes, and only once per Council meeting. The maximum time limit for each speaker is a single three minute time limit applied to any and all topics the speaker addresses. The maximum time period for citizen participation is forty-five minutes. If there are more than 15 speakers, the Mayor will allocate time among the speakers to ensure that citizen comment does not exceed forty-five (45) minutes. Speakers will not be permitted to cede time to another speaker. The business of the City Council shall commence no later than forty-five (45) minutes after the beginning of Public Comment.

City Council standing committees shall provide opportunities for citizen comment at the beginning of each meeting. For all of the standing committees of the City Council, except Planning and Development, a period of twenty minutes shall be provided for all public comment, and no individual may speak longer than two (2) minutes and cannot cede time to another speaker. For Planning and Development Committee, a period of forty-five minutes (45) shall be provided for all public comment and no individual may speaker longer than two (2) minutes and cannot cede time to another speaker. The committee chair of the standing committees will allocate time among the speakers to ensure that Public

Comment does not exceed the allotted time provided above. The business of the committee shall commence after the specified time above expires.

6.3 Persons who sign up to speak on an agenda item marked for decision at this meeting may be given priority and should indicate an agenda item or subject to be addressed.

6.4 A person invited to address the Council as specified herein, when accorded the floor, shall limit comments to include items within the jurisdiction of the Evanston City Council as determined by the Mayor and be governed by these rules to the extent applicable. Any person who requests to use audio/visual equipment during their comments at City Council committee meetings shall first receive permission from the Committee Chair prior to such use. For matters before the Planning & Development Committee, the petitioner may provide a brief presentation, no more than 10 minutes, to the Committee of its project and application, with advance notice to the City Manager's Officer by 12:00 p.m. the day of the meeting. If there are objectors to the application, they may collectively address the Committee with a 10 minute presentation, also with advance notice to the City Manager's Officer by 12:00 p.m. the day of the meeting. Any presentation cannot constitute a hearing or an opportunity for testimony or cross examination of witnesses and other evidence.

6.5 During periods of citizen participation, comments from Councilmembers shall be limited to requests for information, referrals to the appropriate committee, or referrals to the City Manager for response.

6.6 These guidelines are in accordance with 5 ILCS 120/2.06(g). All citizen comment at all meetings will be guided by these guidelines. There is a significant governmental interest in conducting orderly, efficient meetings of the Council. Citizen comment time limits are a reasonable time, place and manner restriction narrowly tailored to serve a significant interest. Any speaker who exceeds 3 minutes may be ruled out of order. *I.A. Rana Enterprises Inc. v. City of Aurora*, 630 F.Supp.2d 912 (N.D.Ill. 2009).

6.7 Persons may submit written comments to the City Council through the City Clerk at any time. Copies of written comments will be distributed to the Mayor and Members of the City Council by the City Clerk. If a person wishes their written comments to be included in the record of testimony on an agenda item or during Citizen Comment, these comments must be submitted to the City Clerk prior to the City Council meeting. The City Clerk will acknowledge receipt

of the written comments during the meeting and briefly state the subject of the communication. The full text of the written comments will not be read, but will be included in its entirety in the record of the meeting.

6.8 Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of a meeting shall, at the discretion of the mayor or presiding officer, be barred from further participation during that meeting.

The mayor or presiding officer may interrupt any speaker who is violating these rules or disrupting a meeting.

The mayor or presiding officer shall attempt to provide a verbal warning to any attendee or particular speaker that may be violating these rules, but such verbal warning shall not be required as a condition for speaker to have podium microphone turned off or speaker removed from meeting.

6.9 Procedures for conduct under Section 6.8 shall apply to meetings held by the City Council, including standing committees, ward meetings and virtual platform meetings. The Chair of the virtual meeting may direct the virtual administrator to mute or eject any person found to be out of order by the Chair.

6.10 Persons attending the meeting may hold a sign that is no greater than 8½ X 11'' in size. Signs that are larger than the stated size will not be permitted. The sign may not block the view of other members of the public and cannot be affixed to anything within the Council Chambers, including but not limited to the walls, windows, podium, or other glass.

7. CITY MANAGER

7.1 The City Manager shall be appointed by a two-thirds vote of the Council (seven (7) votes).

7.2 The Manager may at any time be removed from office by a two-thirds vote of the Council (seven (7) votes).

7.3. The Manager shall attend all meetings of the City Council with the right to take part in discussion but with no right to vote.

7.4. No committee or its individual members shall in any way assume or attempt to assume any executive or administrative function delegated to the City Manager or appointees thereof.

7.5. In the case of absence or disability of the Manager for a period exceeding thirty (30) days, the Council may designate a qualified administrative officer of the City to perform the duties of the Manager during such absence or disability.

8. CLOSED SESSIONS

8.1 At any Council meeting for which proper notice under the Open Meetings Act, 5 ILCS 120 *et. seq.* has been given, the Council may decide to hold a closed session for any purpose authorized by Section 120/2 of the Act. Such closed session must be approved in open meeting by a majority vote of a quorum present, and each vote and the purpose of the closed session shall be recorded in the minutes of the open meeting.

8.2 Only topics specified in the vote to close may be considered during the closed session. No final action shall be taken in closed session. Minutes of the same quality and detail as regular meetings shall be kept of all closed sessions and shall remain confidential unless the Council determines otherwise. The Rules Committee shall be responsible for compliance with the Open Meetings Act.

8.3 All proceedings of a closed session shall be kept in strict confidence by all those in attendance.

8.4 Consideration of confidential information shall be consistent with the Open Meetings Act. A Councilmember who has a question about the confidentiality of an item should exercise a good faith effort in contacting the Law Department first to discuss the confidentiality of the item before requesting that the City Council consider its confidentiality.

9. COMMITTEES

9.1 Open Meetings. All regular and special meetings of committees, boards and commissions shall be open to the public and to the press, except closed

sessions as authorized by the statutes of the State of Illinois.

9.2 Standing Committees. There shall be five standing committees of the City Council: (1) Rules Committee; (2) Administration and Public Works; (3) Human Services; (4) Planning and Development; and (5) Referrals. The Planning and Development Committee and Administration and Public Works Committee shall meet before the regular Council meetings. The Rules Committee shall meet and convene as needed, concurrent with regularly scheduled City Council meetings. The Human Services Committee shall meet in accordance with a published schedule, but in no event less than once per month, contingent upon enough matters being scheduled on the agenda. The Referrals Committee shall establish a regular bimonthly meeting schedule and may meet and convene additionally as needed. Standing Committees may establish subcommittees as needed to assist them in more efficiently conducting their business.

9.3 Rules Committee (nine (9) Councilmembers and the Mayor). The jurisdiction of this committee shall be as follows:

A. Assignment of Councilmembers to standing committees, Economic Development Committee, and the Housing and Community Development Act Committee, which recommends to the Council expenditure of Federal funds.

B. Determination of jurisdictional disputes between committees;

C. Revision of Council Rules;

D. Preparation and maintenance of the list of mayor *pro tem*;

E. Ensure compliance with the Illinois Open Meetings Act;

F. Appointment of chairs to standing committees other than the Referrals Committee;

G. Coordination of the City Manager evaluation; and

H. Such other matters as are referred to it by the References Committee.

9.4 Administration and Public Works Committee (five (5) Councilmembers). The duties of this committee shall include matters relating to bills and purchases; fire; legal; licensing; personnel; and public works (including streets and alleys, lighting, refuse disposal, water and sewers, traffic control, and parking); public buildings; public transportation; public utilities; safety (including civil defense); and capital improvements. This committee shall convene at 6:00 p.m. on the 2nd and 4th Mondays of the month on the night of scheduled City Council meetings.

9.5 Human Services Committee (five (5) Councilmembers). The duties of this committee shall include matters relating to the Department of Health and Human Services (including public health, mental health, youth, aging, emergency assistance and community purchased human services); liaison with human service-related boards and commissions, private and public organizations funding or providing human services within the City, and matters relating to the arts, recreation, library, environment, unemployment, unified budgeting, the Farmers' Market, and Police services; and Americans with Disabilities Act ("ADA") Grievance Appeals relating to Title II of the ADA (Accessibility). The Human Services Committee may convene at 6:00 p.m. on the first Monday of each month upon the call of the Chair.

9.6 Planning and Development Committee (seven (7) Councilmembers). The duties of this committee will include matters relating to planning; physical development, zoning, building conservation, preservation, housing, and relocation. The Committee shall review and advise the City Council on the use and planning of all City park land. This Committee shall convene at 6:45 p.m. on the 2nd and 4th Mondays of the month on the night of scheduled City Council meetings.

9.7 Referrals Committee (Mayor, who serves as chair, and two (2) Councilmembers). The sole duty of this committee shall be to consider Referrals made by the Mayor, a Councilmember, or the City Manager and shall, based on a transparent and established set of criteria, refer them to a board, committee, commission, or the City Council, with instructions as to whether they shall appear on the relevant agenda for discussion, introduction, action, or with a request by a particular Councilmember for introduction and action pursuant to Rule 20.1. The first Councilmembers to serve on the Referrals Committee shall serve for two years. The Rules Committee shall appoint councilmembers thereafter on an annual basis pursuant to Rule 9.3(A).

9.8 Committee Chair. The Rules Committee will establish a schedule for the Standing Committee Chairs, with no Councilmember Chairing two Standing Committees at the same time.

9.9 Committee of the Whole. By majority vote, the Council may resolve itself into a Committee of the Whole for the purpose of informally discussing any matter. The presiding official shall be the Mayor or the appropriate Committee Chair.

9.10 Standing Committees' Priorities and Procedures

9.10.1 The chair shall confer on a regular basis with staff to review the committee agenda.

9.10.2 Each committee shall adopt guidelines for the conduct of its meeting and for public participation. The chair shall report committee deliberations and actions to the Council and may appoint, as necessary, a speaker to present majority or minority committee reports to the Council. A committee may transmit any matter to the Council with a neutral recommendation.

9.10.3 Referrals – Committees, Boards, and Commissions composed entirely of Councilmembers shall consider matters referred to them by the Referrals Committee. Referrals by Councilmembers, the Mayor, or the City Manager must be made in writing and transmitted to the Clerk who shall maintain a list of Referrals which must be made public as quickly as practicable. Staff Referrals shall be forwarded to the City Manager who may transmit them to the Clerk for publication and consideration by the Referrals Committee. Only time-sensitive or emergency items may be placed directly on an agenda by the City Manager. Items that have been referred to a standing committee shall only appear on a City Council agenda after passage by that standing committee or reassignment by the Referrals Committee.

9.10.4 The Chair of the Standing Committees may appoint subcommittees with the approval of the committee for better operational efficiency and/or greater community involvement to consider particular issues or problems. The sub-committee shall report to the Standing Committee which created it.

9.11 Special Committees (*Ad Hoc*)

9.11.1 Special committees may be appointed to consider particular problems. At the time of creating of any special committees, the appointing body shall also designate to whom the special committee will report and the time frame within which its work should be completed. There shall be three types of special committees.

9.11.2 Special Committees of the Councilmembers shall be composed of Councilmembers appointed by the Council, or the Rules Committee, or by the Mayor.

9.11.3 Special Committees of Councilmembers and citizens of the City shall be appointed by Councilmembers, by the Council, the Rules Committee, or by the Mayor.

9.11.3.1 Finance & Budget Committee. The Finance & Budget Committee shall be a Special Committee of Councilmembers and residents appointed by the Rules Committee and the Mayor in accordance with Rule 5.1. The Finance & Budget Committee shall consider matters relating to bills, budgets, financial reporting and management, investments, rating agencies, police and fire pension boards, and the funding of capital improvements and other long term obligations.

9.11.3.2 The Finance & Budget Committee shall report directly to City Council.

9.11.3.3 Members. The Finance & Budget Committee shall consist of no more than eight (8) members with a maximum of five (5) Councilmembers at a time. Councilmembers shall serve staggered two-year terms, with members changing in May with the option to extend as needed. Three (3) residents of Evanston with financial expertise shall serve two (2) years with the option to extend as needed.

"Financial expertise" shall mean individuals who have held finance positions for at least two (2) years.

9.11.3.4 Jurisdiction. The Finance & Budget Committee shall perform the following functions:

A. Perform a monthly in-depth review of the financial performance of the City and its departments, including City revenue projections and actuals;

B. Propose goals for the annual and long-range budget process (internal and community based);

C. Provide a forum to develop more transparent reporting and budgeting processes (i.e. having a public meeting for community participation outside of council);

D. Review/monitor the finances/budget and continuous improvement goals of City operations and policies;

E. Review funding for City Pensions (including debt issuance) and the Capital Plan; and

F. Propose financial and budgeting policies for adoption by the City Council.

9.11.4 Special Committees appointed by the Mayor, with the advice and consent of the City Council, which may be composed entirely of citizens.

9.11.5 Except as provided in Rule 5.7, the chairs of these special committees shall be appointed by the Mayor with the advice and consent of the City Council.

9.11.6 All appointments of the above committees shall be with the advice and consent of the Council.

9.12 Special Meetings. Three or more members of a Committee, Board or Commission may call a meeting of that body when the Chair has cancelled the meeting. Such call for a meeting shall be in writing, duly signed by the callers and shall be presented to the Chair.

10. CONDUCT OF MEMBERS

10.1 During Council meetings, no member of the Council shall speak until recognized by the Mayor.

10.2 A Councilmember called to order by the Mayor shall immediately cease speaking.

10.3 Any Councilmember who acts in a disorderly manner at a Council or standing committee meeting or who does not obey the order of the Mayor or the Committee Chair, may be censured by a majority vote of the members present or expelled for the remainder of the meeting by a two-thirds vote of the Councilmember present.

10.4 Any Councilmember who does not comply with the Evanston City Code of Ethics may be censured by majority vote of members present at a Council meeting.

10.5 A Councilmember may stand when speaking.

10.6 The right of a Council member to address the Council on a question of personal privilege shall be limited to cases in which the members' integrity, character or motives are assailed, questioned or impugned.

11. CONFLICT OF INTEREST AND ABSTENTIONS

11.1 A Councilmember is expected to vote yea or nay on all matters when present except on any matter which involves a direct personal pecuniary interest or conflict of interest.

11.2 A Councilmember serving on the Board of Directors of an Evanston not-for-profit agency shall disclose their membership and refrain from participating in Council discussion or voting on matters pertaining to the not-for-profit agency.

11.3 An Councilmember may give testimony before the Zoning Board of Appeals or the Plan Commission in the following circumstances a) when presenting the official recommendations of a Council committee or subcommittee on a matter within its jurisdiction and upon which a formal vote by that committee or subcommittee has been taken; b) may testify before the Plan Commission when the Plan Commission is considering amendments to the zoning ordinance which are not site-specific; c) may testify when the Councilmember is the petitioner; d) may give such testimony only when the

Councilmember is the appellant before the Zoning Board of Appeals or Plan Commission.

11.4 Nothing herein shall be construed to prohibit a Councilmember from attending Zoning Board of Appeals or Plan Commission meetings or from giving testimony on those items for which the Zoning Board of Appeals is the final authority.

12. DEBATE

12.1 No Councilmember shall speak for longer than five (5) minutes on the same subject except by consent of a majority of the Council. Council consent shall be assumed in the absence of objections by any Councilmember or the Mayor.

12.2 No Councilmember shall speak twice on the same subject until all Councilmember who wish to speak have had an opportunity to be heard at least once.

13. GENERAL PROVISIONS

13.1 The powers of the City Council shall be purely legislative.

13.2 The City Council shall approve for payment all expenses and liabilities of the municipality.

13.3 An Councilmember, at all times, may examine and inspect the books, records and papers of any agent, employee or officer of the city when such examination and inspection is reasonably necessary for the exercise of the Councilmember's legislative function, and such books, records and papers are kept in the ordinary course of the duties of the agent, employee or officer.

14. MAYOR

14.1 The Mayor is the presiding officer at all meetings of the City Council and is an *ex officio* member of all City Council committees and can attend any meeting.

14.2 The Mayor shall be an *ex officio* member of all committees, boards and commissions.

14.3 All ordinances and resolutions passed by the Council shall be deposited with the City Clerk. The Mayor shall indicate approval of these by signing them. Those disapproved shall be returned to the Council accompanied by written objections at the next regular meeting occurring not less than seven (7) days after passage. The Mayor may disapprove of any one or more sums appropriated in any ordinance or resolution making an appropriation, and, if so, the remainder shall be considered approved. However, the Mayor may disapprove entirely of an ordinance or resolution making an appropriation. If the Mayor fails to return any ordinance or resolution with written objections within the designated time, it shall be considered approved even though it lacks the Mayor's signature.

14.4 When the Mayor votes:

14.4.1 The Mayor shall vote on Ordinances, Resolutions and motions in the following instances:

A. When the vote of the Councilmembers has resulted in a tie.

B. When a vote greater than a majority of the Corporate Authorities (Councilmember and Mayor) is required by statute to adopt an ordinance, resolution or motion.

C. On the appointment of a City Manager.

14.4.2 The Mayor shall not vote in the following instances:

A. To break a tie vote on an incidental motion. (Incidental motions consider procedural issues and are used to enforce correct rules of procedure.) A tie vote on an incidental motion sustains the decision of the Mayor.

B. On any ordinance, resolution or motion when there is no tie.

14.4.3 An Acting Mayor or Mayor *pro tem* shall not be accorded the voting privilege of Mayor; however nothing in this section may deprive an Acting Mayor or Mayor *pro tem* of the voting privilege of Councilmember.

14.5 The Mayor shall have authority to refer any matter to the agenda of any committee of the City Council, or to any committee, board, commission, or advisory body of the City Council.

14.6 The Mayor shall at all times have access to any and all records, documents, and information relative to any and all functions of the City government as allowed by law.

14.7 MAYOR *PRO TEM*

14.7.1 If a temporary absence or temporary disability of the Mayor prevents the performance of Mayoral duties, but does not create a vacancy in the office, the City Council shall elect one of its members to act as Mayor *pro tem*. The Mayor *pro tem* during such absence or disability shall perform the duties and shall possess all the rights and powers of the Mayor.

14.7.2 The City Clerk shall maintain at all times the list of Councilmembers by seniority to serve as either Mayor *pro tem* or Temporary Chair (as defined in glossary) as prepared by the Rules Committee. The chair of the Rules Committee shall nominate as Mayor *pro tem* in the order of succession from said list.

14.8 ACTING MAYOR

14.8.1 A vacancy occurs in the office of Mayor by reason of resignation, failure to elect or qualify death, permanent physical or mental disability, conviction of a disqualifying crime, abandonment of office, removal from office, or by removal of residence from the City.

14.8.2 In accordance with the State Election Code, if a vacancy occurs in the office of the Mayor and there remains an unexpired portion of the term, the office shall be filled for the unexpired portion of the term by special election at the non-mayoral consolidated election provided that the vacancy occurs more than one hundred thirty (130) days before that election. If the vacancy occurs less than one hundred thirty (130) days before the non-mayoral consolidated election, the vacancy shall be filled at the next consolidated election when the office of Mayor is normally on the ballot. The City Council shall elect one of its members Acting Mayor who shall perform the duties and possess all the rights and powers of the

Mayor until a successor to fill the vacancy has been elected and has qualified. (Exception: See Rule 14.4)

15. MEDIA

All official meetings of the City Council and its committees shall be open to the media, and recorded by any available technology at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

16. MEETINGS OF THE COUNCIL

16.1 All meetings of the City Council shall be open to the public and the press, with the exception of closed sessions as specified in the Open Meetings Act, 5 ILCS 120/2.

16.2 A quorum of the City Council shall be six (6) members of the City Council (Corporate Authorities) including the Mayor, acting Mayor or Mayor *pro tem*, currently holding office. Except as required by State law, the City Code, or these rules, action may be taken by a majority vote of a quorum.

16.3 Special meetings may be held at any time upon proper public notice as specified in the Open Meetings Act[1] on call of the Mayor, or by the call of three (3) or more Councilmembers. Such call for special meetings shall be in writing, duly signed by the callers, and shall be presented to the City Clerk, who shall prepare and issue notices of the same to the Mayor and all members of the Council at least forty-eight (48) hours before the meeting. Such notices shall describe in brief the nature or object of the special meeting. At every special meeting the call for said meeting shall be read and afterwards filed by the Clerk and no business other than that proposed by the call shall be in order at such meeting.

[1] Public notice under the Open Meetings Act requires that the notice of a special, rescheduled regular or a reconvened meeting must be given at least forty-eight (48) hours beforehand, and must also include the agenda for the meeting. The notice must be posted in the Civic Center or at the building in which the meeting is to be held. Copies of the notice must be supplied to all media who have filed an annual request for such service.

16.4 Emergency meetings. Notice of an emergency meeting shall be given as soon as possible, but in any event, prior to the holding of such meeting, to any news medium which has filed an annual request for notice.

16.5 The City Council shall convene three times monthly, except for the months of August and December when the Council shall convene but once. The Council shall convene on the 2nd and 4th Monday of the month. The Council shall meet immediately following the adjournment of the Planning and Development Committee meeting, such Committee meeting which shall precede the regular scheduled Council meeting. The Council shall convene on the 3rd Monday of the month to present awards, receive presentations and consider items of citywide concern.

17. MINUTES

17.1 A journal of the minutes of the City Council, standing committees and boards and commissions shall be kept by the City Clerk, and a copy of the minutes of the immediately preceding meeting shall be delivered to each Councilmember prior to the convening of the next regular meeting.

17.2 In all cases where a motion is entered in the minutes of the Council, the name of the Councilmember moving the same and the name of the seconding Councilmember shall be recorded, except for a motion to adjourn.

17.3 Approved City Council and its Standing Committees' minutes shall be posted in a timely manner to the City of Evanston website: www.cityofevanston.org.

17.4 Meetings of the City Council and the Standing Committees (Administration & Public Works Committee, Human Services, Rules, Referrals Committee and the Planning & Development Committee) will be broadcast live. In addition, Plan Commission, Zoning Board of Appeals, Economic Development Committee and select funding meetings of the Housing and Community Development Act Committee will be broadcast live.

17.5 All meetings broadcast live pursuant to Rule 17.4 will be recorded and posted on the City's website under the related Committee's "Agenda and Minutes" page.

17.6 The Housing & Community Development Act Committee meetings will be audio recorded. Audio recordings will be retained by the Secretary of the Committee.

18. MOTIONS

18.1 A motion is not before the Council until it has been seconded. A motion shall be reduced to writing if requested by a Councilmember, the Clerk, or the Mayor.

18.2 A motion may be withdrawn by the proposer at any time before a vote is called.

18.3 All ordinances and authorizations to expend or disburse monies shall be passed only by a roll call vote, duly recorded (five (5) votes).

18.4 Upon motion of any Councilmember, the vote shall be by roll call, and shall be recorded.

18.5 The Mayor shall announce the result of the Council's vote on every roll call. Prior to such announcement, Councilmember may change their vote.

18.6 A motion to table any matter is not debatable. If adopted by majority vote of the Councilmember present, all further debate on the subject shall end. The matter must be tabled to a future date certain.

18.7 An amendment to modify an original motion shall be in order at any time, but no amendment to a motion shall be made which changes the intent of an original motion, or relates to a different subject.

18.8 A substitute of any original motion or proposition may be considered. If adopted by the Council, it shall entirely supersede the original motion or proposition.

18.9 When a motion is made and seconded to "call the question", a vote shall then be taken without debate unless one of the following motions is interposed:

- a motion to adjourn;
- a motion to adjourn to a specified time;
- a motion to recess; or

- a motion raising a point of personal privilege.

If the motion to call the question is carried, all further motions and debate shall be excluded and the question before the Council shall then be put. If a roll call vote is requested on a motion to call for the question, a two-thirds (2/3's) vote of the Councilmember present is required for passage.

18.10 A duly seconded motion to limit further debate to a specified period of time shall carry if it is approved by a majority of the Councilmember present. This motion is not debatable.

18.11 A special order of business refers to a docket item which will be considered by Council at a specified date that did not originate from any Council Committee or Subcommittee. It may be placed on the agenda of a Council Meeting with five (5) days prior notice sent to the City Council via electronic mail. A special order of business can be placed on the agenda at the request of the Mayor or a majority of the City Council in open session of the City Council.

18.12 At the request of two Councilmembers, any matter except a special order of business may be held over for consideration until the next regular meeting of the Council. Any matter so held over may not be held over a second consecutive time by this procedure. A Councilmember may ask either the City Manager or the Councilmember requesting the holdover to explain the impact of the holdover at the time the holdover is requested. If a request to hold the matter over is contested by a motion to overrule the request, duly made and seconded, the motion to overrule will be sustained if at least two-thirds (2/3's) of the Councilmembers present vote in favor of the motion. A motion to overrule is debatable. Any citizen may inspect the matter under such deferred deliberation at the office of the City Clerk.

19. OMNIBUS AGENDA (CONSENT AGENDA)

19.1 Consent agenda items are marked by an asterisk (*) on the regular Council agenda. Items so marked on the consent agenda shall be presented to the City Council by a reading of the title of the action, 65 ILCS 5/3.1-40-40.

19.2 All items on the consent agenda are decided by one roll call vote without discussion or debate.

19.3 An item may be removed from the consent agenda by the request of either the Mayor or a Councilmember. Such a request does not require a second or a vote.

19.4 An item removed from the consent agenda will be considered separately as called by the appropriate committee.

19.5 An Ordinance to be introduced may remain on the Consent Agenda, if it was approved by the Committee.

20. ORDINANCES

20.1 No ordinance may be adopted by the Council at the same meeting at which it is introduced. During the period between introduction and consideration, any citizen may inspect any such proposed ordinance at the office of the City Clerk. However, an ordinance may be adopted by the Council at the same meeting at which it is introduced after the rules are suspended by a unanimous vote of the Councilmember.

20.2 An ordinance, to pass, requires a majority vote (five (5)) of the nine (9) Councilmember, unless otherwise specified, *i.e.*, unless an extraordinary vote is required. (See Council Rule 25.) If the Mayor's vote to break a tie constitutes the fifth vote, the item passes.

21. QUORUM

21.1 A quorum of the City Council shall be six (6) members of the City Council (Corporate Authorities) including the Mayor, acting Mayor or Mayor *pro tem*, currently holding office. Except as required by State law, the City Code, or these rules, action may be taken by a majority vote of a quorum.

21.2 A member may attend any meeting of the City Council by electronic means provided the following conditions are satisfied:

A. A quorum of the members of the City Council is physically present at the place designated in the notice of the meeting;

B. The member is prevented from attending because of:
1. Personal illness or disability; or
2. Absence from the jurisdiction for employment or for the business of the public body; or
3. Family or other emergency.

C. Communications made by the member attending electronically are made concurrently available to the public.

21.3 A quorum for City Council Standing Committees shall be the majority of the members appointed to any City Council Standing Committee.

22. RECONSIDERATION

22.1 Any vote may be reconsidered, but only at the same meeting at which said vote was taken. An affirmative vote of two-thirds (2/3's) of the Councilmembers present is required in order to pass a motion to reconsider a vote to approve a purchase, contract, bond sale, zoning variation or special use, or to confirm an appointment by the Mayor to a commission, board or advisory body, or to convene into a closed session. An affirmative vote of a majority of Councilmembers present is required in order to pass a motion to reconsider any other vote. A motion to reconsider may be made as set forth herein only once. A motion to reconsider must be made by a Councilmember who voted on the prevailing side; however, when a motion, resolution, or ordinance fails to pass by reason of not having received a required extraordinary vote, a motion to reconsider, properly made, may be seconded by any other Councilmember.

22.2 Every resolution, motion, and every ordinance that is returned to the City Council by the Mayor shall be reconsidered by the City Council at the next regular meeting following the regular meeting at which the City Council receives the Mayor's written objection. If two-thirds (2/3's) of all the Councilmembers then holding office on the City Council agree at that regular meeting to pass an ordinance, resolution or motion, notwithstanding the Mayor's refusal to approve it, then it shall be effective. The vote on the question of passage over the Mayor's veto shall be by yeas and nays, and shall be recorded in the journal.

23. ROBERT'S RULES

The rules of parliamentary practice comprised in the latest edition of *Robert's Rules of Order* shall govern the Council in all cases to which they are applicable and in which they are not in conflict with these Rules of the Council.

24. VOTES

24.1 Votes may be taken on motions, resolutions, and appointments, except where a roll call vote is specifically called for by statute, rule of the Council, or by a request of any Councilmember.

24.2 Roll call votes are required on all ordinances, expenditures, calling a closed meeting, items requiring an extraordinary majority, or when requested by a Councilmember.

24.3 The order in which Alderperson shall be called for roll call votes shall be alternated. The order of voting for the year shall be published by the City Clerk at the beginning of the year.

24.4 A Mayoral vote is required in the instances specified in Council Rule 14.4.

24.5 A Councilmember may abstain from voting in the instances as set forth in Council Rule 11.1.

24.6 Except as provided for in City Council Rule 25, all matters that obtain a majority vote from all present voting City Council Committee members shall move forward to the City Council with a positive recommendation. When a matter obtains a tie vote from all present voting City Council Committee members, said matter shall move forward to the City Council with a neutral recommendation.

25. EXTRAORDINARY VOTES

25.1 Three-quarters (3/4) of (elected) Councilmembers then holding office (seven (7) votes).

A. Vacation of streets and alleys. 65 ILCS 5/11-91-1.
B. Passage of Map amendment when thirty percent (30%) of property owners within five hundred feet (500') of the boundary of an area to be amended file written protest with the City Clerk. (City Code: 6-3-4-7).
C. Passage of a unique use when thirty percent (30%) of property owners within a thousand-foot (1,000') radius of the area boundary file with the City Clerk a written protest. (City Code: 6-3-7-6).

25.2. Three-quarters (3/4) of Councilmembers Present.

25.3. Two-thirds (2/3) of (elected) Councilmembers then holding office (six (6) votes).

A. Sale or lease of real property. (City Code 1-17-4-1; 1-17-4-2; and 1-17-5).
B. Purchase of goods and services over $20,000 (twenty thousand dollars) without public bids, except for federally funded programs, which may have requirements that supersede the City's. (City Code 1-17-1).
C. Passage of an ordinance over veto of the Mayor. (City Code 1-6-4 (B)).
D. Overrule Liquor Commissioner in rejection of application. (City Code 3-4-2(C)5).
E. Passage of modification of a site development allowance in excess of that established in zoning district, upon Plan Commission recommendation and City Council written finding. (City Code 6-3-6-6).

25.4 Two-thirds (2/3) of Councilmembers present (number will vary).

A. Temporary suspension of any rule (except Rule 20.1). (Council Rule 3.2).
B. A roll call vote on a motion to call the question. (Council Rule 18.9).
C. A motion to overrule the request of two Councilmembers to hold a matter over until the next regular meeting. (Council Rule 18.12).
D. A motion to reconsider made at the same meeting at which original vote was taken. (Council Rule 22.1).
E. Expulsion of a Councilmember for the remainder of a Council meeting. (Council Rule 10.3).

25.5. Two-thirds (2/3) of Corporate Authorities. (seven (7) votes)

A. To appoint a City Manager. (Council Rule 7.1).
B. To remove a City Manager. (Council Rule 7.2).
C. To amend the budget. (City Code 1-11-5(F)).

The Mayor cannot vote on extraordinary votes except to break a tie and to appoint a City Manager. (See Council Rule 14.4. Note: Although the Mayor's vote is required to break a tie vote, the item will fail unless the extraordinary vote numbers are met.)

25.6. Unanimous Vote. To suspend the rules for the purpose of adopting an ordinance at the same meeting at which it is introduced. (Council Rule 20.1).

26. COMPENSATION COMMITTEE

The Mayor shall appoint a compensation committee comprised of Councilmembers no later than January 1 of the year prior to a municipal election to ensure that the process for recommending and setting the compensation for elected City officials complies with Title 1, Chapter 5 of the City Code, and the Illinois Municipal Code, 65 ILCS 5/3.1-50-10.

Pursuant to Title 1 of the City Code, the compensation committee must convene and submit a report and recommendation to the Council no later than 240 days prior to the next regularly scheduled municipal election. The Council then approves and sets all compensation via ordinance following submission of the compensation committee's report. Any member of the Council may attend and provide information to the committee during the committee's meetings to assist the committee in its work. The committee shall recognize and allow any Council member to speak and submit information to the committee.

27. WARD COMMUNICATION POLICY

27.1 Electronic Communications. Upon request, City staff will support a Ward E-Newsletter. Ward E-Newsletters are limited to six (6) per year. City staff will coordinate use of an on-line service for the preparation and issuance of the Ward E-Newsletter. Councilmembers must provide all written content, hyperlinks, and graphics in a Word document so that City staff can format into the

newsletter template. All content should be submitted to City staff at least one (1) week prior to the intended issuance date.

27.2 Electronic Announcements. Upon request, City staff will send Ward Announcements on behalf of a Councilmember. Ward Announcements are: (1) ward meeting agenda notifications; (2) meeting notification reminders; (3) PDF document attachments; and (4) single topic ward-specific notifications. Ward Announcements are limited to two (2) per month. City staff will coordinate use of an on-line service in preparation and issuance of announcements. Councilmember must provide all written content and/or PDF documents for attachment.

27.3 Postcard Announcements. Staff will develop and mail two (2) postcards per year per Councilmember for Ward and/or community meetings. All content must be submitted to City staff four (4) weeks prior to the meeting date.

27.4 Ward Meetings. City staff can assist Councilmembers in preparation for Ward meetings upon request. Requests for assistance should be made twenty-one (21) days in advance to ensure staff availability and presence. City staff will add ward meetings to the City calendar as soon as dates are determined. City staff can assist in securing space for ward meetings.

28. TECHNOLOGY ALLOWANCE

28.1 The Mayor and each Councilmember will receive a monthly technology allowance in the amount of seventy-five dollars ($75.00) per month to assist with technological amenities associated with conducting City business, including, but not limited to: high-speed internet service, a mobile phone device/service or other communication needs.

28.2 Any additional costs over and above the Technology Allowance will be the responsibility of the individual Councilmember or Mayor.

7/26/2021

74-R-21

A RESOLUTION

Adopting Changes to the Rules and Organization of the City Council

WHEREAS, the Rules Committee amends the City Council Rules and Organization of the City Council of the City of Evanston ("City Council Rules") from time to time; and

WHEREAS, the City Council must accept and adopt proposed changes of the City Council Rules; and

WHEREAS, the Rules Committee endeavored to make wholesale changes to the City Council Rules to make the conduct of City Council business more efficient; and

WHEREAS, the Rules Committee approved and recommends several changes to the City Council Rules as of July 7, 2021;

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

SECTION 1. The City Council Rules shall be adopted as amended by the Rules Committee on July 7, 2021 and as attached in Exhibit A.

SECTION 2. That this Resolution 74-R-21 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_____
Daniel Biss, Mayor

Attest:

_____
Stephanie Mendoza, City Clerk

Adopted: _____, 2021

Approved as to form:

_____
Nicholas E. Cummings, Corporation Counsel

EXHIBIT A

RULES AND ORGANIZATION OF THE CITY COUNCIL OF THE CITY OF EVANSTON

July 7, 2021